

WHERE IT'S ALWAYS
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FISC Six-Session Plan

(Adult Soccer, formerly known as “yearly contract” or “monthly payment plan”)

Players receive a discounted rate over the pay-by-session fee and are billed in equal monthly payments for committing to play six consecutive sessions at Frederick Indoor Sports Center.

Name (First, MI, Last) _____ D.O.B _____

Full Address _____

Phone/Cell _____ Email _____

Select one of the following (session in which plan starts. Circle month ONLY if joining midseason)

- Winter II (January – February) Spring I (March – April) Spring II (May – June)
 Summer (July – August) Fall (September – October) Winter I (November – December)

Select one of the following (and list team(s) on which to be rostered):

- Limited (1 team/session), \$39.95/month TEAM NAME _____
 VIP (2 teams/session), \$64.95/month TEAM NAMES _____
 MVP (3 teams/session), \$79.95/month TEAM NAMES _____
 Hall of Fame (up to 5 teams/session), \$89.95/month TEAM NAMES _____

By signing below, I hereby authorize FISC, LLC to charge my card \$ _____ Monthly in fulfillment of this agreement.

Credit card Type: _____

Credit Card Number: _____ Expiration: _____ CVN# _____

Name as it appears on card: _____

Zip code for billing address: _____ Card holder signature: _____

Any failed payments or returned payments will result in a \$25 fee and an immediate suspension of membership privileges until the account is reconciled.

Auto Renew/Billing/Termination Notice: The FISC Six-Session Plan **WILL NOT** auto renew each year. ... The first payment will be drafted as close as possible to the 5th of the month, and ensuing monthly payments will all be on the 5th each month. ... Plans can only be downgraded or terminated at the conclusion of a session unless termination is due to documented injury (see below).

Freeze Option: A one-time Freeze of up to two payments can be requested by providing a minimum of 14 days notice to take effect for the beginning of the next scheduled session. The freeze payments will be added to the end of the contract and a \$10 administrative processing fee will be required for any approved Freeze.

Upgrade/Downgrade: Any member can upgrade or downgrade the number of teams on his/her plan by filling out a new FISC Six-Session Plan. **There is NO FEE for all approved changes and a new six session agreement is issued.**

Early Cancellation Options:

1. In the event of a severe physical illness, permanent disability, relocation due to a job transfer (within a 30-mile radius) or military deployment. A permanent disability means a condition that precludes a member from being able to participate in FISC leagues for three sessions or more. Upon written verification from a physician, FISC will either suspend or cancel a member’s agreement plan effective after receipt of the next billing cycle. **There is no fee for this service.**

2. If FISC fails to program during a league or session that the member is eligible to participate within, upon written request by the member, FISC will suspend billing until such time as a league or session is available. In the event that FISC fails to program two or more consecutive sessions, the member may cancel his/her membership plan and be released from any further obligation. **There is no fee for this service.**

3. Members may elect to cancel at the end of any session by giving at least 30 days notice and making a one-time payment equal to the savings received by the member during the membership agreement versus the pay-per-session pricing for the sessions in which the member participated. **There is a \$10 processing fee for this service.**

Refunds: Due to the nature and complexity of scheduling of leagues/events/rentals. FISC, LLC. Does not offer refunds. In the event of inclement weather, if FISC announces a delayed opening or closure, FISC will reschedule the event/rental, if possible. If the activity cannot be rescheduled, FISC will either issue the member a FISC credit or refund. **THERE ARE NO REFUNDS FOR RED CARDS OR SUSPENSIONS.**

Member Signature _____

Date _____

Participation Waiver/Acknowledgement of Risk and Release: In consideration of being permitted to participate in any way in the activity (“Activity”), I for myself, any minor for which I am responsible (the "Minor") and for my and such minor's personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of the Activity and that I (or as applicable, the Minor) am/is qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe the Activity or any conditions under which the Activity is occurring to be unsafe, I will immediately discontinue (or as applicable cause the Minor to discontinue) further participation in the Activity.
- 2. FULLY UNDERSTAND that the Activity involves risks and dangers of serious bodily injury, potentially including permanent disability, paralysis, and death (“Risks”); (b) the Risks may be caused by my own (or the Minor's) actions or inactions, the actions or inactions of others participating in the Activity, the conditions under which the Activity takes place, or the negligence of the “releases” named below; (c) there may be other risks and economic and non-economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I (or as applicable the Minor) may incur as a result of my or the Minor's participation in the Activity.
- 3. HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the Frederick Indoor Sports Center (FISC, LLC), its administrators, directors, agents, referees, officers, members, volunteers and employees, other participants and any sponsors, advertisers and, if applicable, FISCquisition, LLC-the owner and lessors of the premises where the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on my or the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.
- 4. HEREBY FURTHER AGREE THAT I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which any such Releasee may incur as the result of any claim I, or anyone on my behalf or the Minor's behalf, makes against any of the Releases with respect to all liability, claims, demands, losses, or damages on my or the Minor's account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations.
- 5. HEREBY GRANT THE FOLLOWING RIGHTS AND PERMISSIONS to FISC,LLC (“Photographer”): the absolute right and permission to take, use, reuse, publish and republish photographic portraits or pictures, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions of such photographs in color or otherwise, made through any medium and in any and all media now or here after known, including the internet, for art, advertising, trade or any other purpose whatsoever. I also consent to the use of any published matter in conjunction with such photographs. I waive any right that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or the use to which it may be applied.

Name _____

Signature _____

Date _____

Parent/Guardian _____

Signature _____

Date _____



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Addendum to membership agreement

Notice of consumer rights

1. Our business registration number with the Maryland State Consumer Protection Division is E5024.
2. Our facility is not required to carry a performance bond under the Maryland Health Club Services Law since we do not charge or collect initiation fees over \$200.
3. You have the right to cancel this agreement within three (3) business days after receipt of a copy of this agreement for a full refund. Cancellation must be in writing, and delivered in person or by certified or registered mail.
4. If you become disabled during the membership term and the disability is confirmed in writing by a physician, you have the right to an extension of this contract. A one-time freeze of up to two consecutive payments can be requested by providing a minimum of 14 days notice to take effect for the beginning of the next scheduled session. The freeze period will be added to the end of the contract and a \$10 administrative processing fee will be required for any approved freeze.
5. If the facility is closed for a month or more, you are entitled to your choice of either an extension of the agreement or prorated refund, except if the closing is not the fault of the facility, in which case the choice of remedy is the facility's.
6. This Notice of Consumer Rights is an integral part of the Application and agreement for membership.

Date _____

Name Member or Guardian (Print Clearly) _____

Signature Member or Guardian _____