

NextStep Raleigh (NSR) MEMBERSHIP INFORMATION

MEMBERSHIP LEVELS

Guided Exercise Monthly Memberships (Continuous for Two (2) Months and 60 Min/Session)					
	1 hr Sessions	1.5 hr Sessions	2 hr Sessions		
Guided Exercise 1	\$500	\$745	\$1000		
Guided Exercise 2	\$1000	\$1365	\$1650		
Guided Exercise 3	\$1365	\$1850	\$2210		
Guided Exercise 4	\$1650	\$2210			

NMES Monthly Memberships (Continuous for Two (2) Months and One (1) Hour 30Min/Session)

- NMES 1: (1 session/Week) \$745
- NMES 2: (2 sessions/Week) \$1,365
- NMES 3: (3 sessions/Week) \$1,850
- NMES 4: (4 sessions/Week) \$1,820
- NMES 5: (5 sessions/Week) \$2,210

A La Carte

- One (1) Guided Exercise: \$125.00/hour (to be paid prior to scheduled session)
- One (1) NMES: \$190/session (to be paid prior to scheduled session)

Client Evaluation

There is an initial evaluation fee of \$200.00 for (up to) 120-minute evaluation session due and payable on the day of evaluation. Any individual who would like to be considered for membership must complete the evaluation. Evaluations consist of medical history review, vitals, ROM testing, Tone/clonus testing, completion of the NueroRecovery Scale Assessment and if appropriate a cardio fit test.

Guided Exercise (GE)

These memberships are designed to provide 1-on-1 or even 2-on-1 attention to clients who require or desire additional support during activity sessions. Guided Exercise uses a number of modalities/equipment to build neuroplasticity and promote increased function. Guided Exercise consists of exercises and activities that focus on recovery of function below the level of injury while minimizing compensatory movements. Functional electrical stimulation is incorporated as needed into sessions.

Neuromuscular Electrical Stimulation (NMES)

Neuromuscular Electrical Stimulation (NMES), an activity-based therapy, provides high frequency, wide pulse width, task specific stimulation to generate a motor output while increasing the central state of excitability in the spinal cord. 12 leads (6 muscle groups) are connected to the client that targets a specific task. Tasks are performed with and without stimulation to transfer the improved neuromuscular capacity into the home and community environment. These sessions are highly repetitive and done ideally in weightbearing positions.



NextStep Raleigh (NSR) MEMBERSHIP AGREEMENT

*Indicates initials needed for A La Carte members. All others do not need initials.

MEMBER'S RIGHT TO CANCEL

Member may cancel this agreement at any time prior to *midnight of the fifth* business day of NSR's monthly business calendar. To cancel this agreement, a signed and dated notice must be received, which states that you, the Member, are canceling this agreement, or words of similar effect. Upon such cancellation, all payments made by Member (less payment for any service dates scheduled by NSR) will be refunded within ten (10) days after NSR receives notice of the cancellation. To cancel this membership after the fifth business day of this agreement, written notice of your intention to cancel must be delivered or mailed prior to the first of the month and you must bring your account balance to zero. You are responsible for a full month's membership, whether the facility programs are used or not, if you cancel after the fifth business day of said month. Member agrees to pay charges for services and monthly dues, whether the facility programs are used or not, until termination of membership.

If at any time during this agreement NSR eliminates or substantially reduces the scope of the facilities (see "Description of Facilities"), Member may cancel this agreement and receive a pro rata refund. Such cancellation right is limited by the following: (1) NSR reserves the right, at its sole discretion, to make reasonable changes to the type or quantity of activity-based training programs or equipment offered to Member; and (2) after providing reasonable notice to Member, NSR. reserves the right, at its sole discretion, to temporarily remove equipment and / or facilities from operation for reasonable repairs, modifications, substitutions, or improvements.

Should Member move further than fifty (50) miles from the facility and is unable to transfer this agreement to another NextStep Fitness facility, Member may cancel this agreement and receive a pro rata refund. In such instance, NSR reserves the right to charge Member a cancellation fee of \$100.00.

____(Initial)

*CANCELLATION OF MEMBERSHIP BY NEXTSTEP RALEIGH

NSR reserves the right to immediately terminate the membership of any member engaging in conduct in violation of this contract, or the rules and regulations of NSR.

____(Initial)

DESCRIPTION OF FACILITIES

All members are entitled to use the general gym equipment (excluding FES and Treadmill unless identified as such based on your membership). NSR will provide basic assistance to all clients in their use of fitness facilities after a full client evaluation and equipment overview is completed with the staff. The facility offers cardio and strength training equipment, which is fully accessible for client usage. NSR strives to provide a safe, clean and efficient operating environment for its staff and clients at all times.

(Initial)

*SESSION CANCELLATIONS AND NO SHOWS

Cancellations of sessions by a member and no-shows are non-transferable to subsequent months and are non refundable. If you miss a session, you are not guaranteed a replacement session. A 48-hour notice is required for cancellations. If a member cancels more than 48 hours in advance there will be no cancellation fee. Member may reschedule session during available slots provided by NextStep staff within 30 days of cancelled session. If a member

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cancels with less than 48 hours notice, a \$25 late cancellation fee will be charged. Member may reschedule session if there is an available slot within 30 days of cancelled session.

(Initial)

*APPOINTMENT AVAILABLITY

Upon entering into the Membership Agreement, a member will be provided with days and times available for the membership type requested. If the available times and dates are not suitable, a pay-per-session(s) (PPS) may be purchased. If a member wishes to commit to purchasing individual sessions, NSR will issue weekly invoices for the sessions, which are due and payable prior to the first business day of the week in which the sessions will be completed (see Cancellations and No Shows). If a member wishes to change membership type, a written request must be delivered by no later than the 15th of the month. Changes to membership type can only be made after the minimum term (2 months for GE and NMES) has been fulfilled.

_____(Initial)

CONTINUOUS MEMBERSHIP

You will be invoiced monthly entering into this agreement. Unless NSR is provided a written cancellation, member will continue to be billed serving as acknowledgement of continued membership for the same term. If a membership is cancelled or lapses for greater than 4 months, all necessary paper work will have to be resubmitted prior to re- enrolling. New Member Evaluations must be performed and paid for by any individuals whose membership is non-continuous for 4 months (\$175.00 for an (up to) 120-minute evaluation session).

(Initial)

PAST DUE ACCOUNTS / FEES

Membership must remain current to avoid cancellation and loss of privileges to the facility. All membership fees are due on the first of each month. Any membership not paid in full by the 5th business day of the month will incur an additional 10% charge; any membership not paid in full by the 15th business day of the month will incur an additional 20% charge. After thirty (30) days, memberships will be terminated and all balances including administrative, collections, and late fees will be due. Unpaid membership dues will be forwarded to a third-party collections agency. To rejoin later, all past due fees, including any and all third-party collection agency fees must be paid. A fee of \$25.00 will be charged for insufficient funds or returned checks in addition to late fees accrued because of insufficient funds. _______(Initial)

*AUTHORIZATION FOR AUDIO / VISUAL CONSENT

I hereby consent and authorize the taking of photographs, movies, films, videotapes, tape recordings, or reproductions of the persons who are hereby applying for membership and consent to use, copyright, license, publication or broadcast of the same for advertising, educational, promotional, or publicity purposes on the part of the NSR and by its affiliated and associated organizations, including its directors, officers, agents, and employees. I hereby grant and assign to NSR the right, title, and irrevocable authority and interest to such Reproductions. I waive any and all claims for compensation and waive any and all claims related to or arising out of the publication and dissemination of the same of any lawful purposes. I further authorize the communication of information concerning the undersigned in connection with the utilization of such Reproductions by NSR and its affiliated or associated organizations, and their respective directors, trustees, officers, agents, servants and employees without claim for compensation and waive all claims related to or arising out of the publication and dissemination of the same.

____(Initial)

*CONSENT FOR EMERGENCY TREATMENT

If Member should sustain any injuries while participating in activity or while on the premises of NSR the Member may be examined and treated by health care personnel, including examination at medical facilities. I voluntarily consent to such examination and treatment for the Member, and I release and forever discharge NSR its directors, officers, staff,

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employees, contracted employees, agents and volunteers from any actions, suits, damages, claims, or judgments that may result from examination and treatment.

(Initial)

*MEDICAL CONDITIONS OR DEATH

If you are unable to participate in programs for an extended period due to a medical condition, your membership may be placed in an inactive status up to two months after receipt of written documentation from your physician. After two months of "inactive status", your account will become active and charges will be incurred. If you need a further extension due to a medical condition, you must notify the Director of Training of NSR of your status. Each occurrence will be approved on a case-by-case basis upon receipt of documentation from a physician. Should your membership not be eligible for "inactive status" due to a serious medical condition or death, it can be terminated, and any unused portion of your contract will be refunded.

____(Initial)

MEMBERSHIP AMENDMENTS

It is fully understood that NSR reserves the right to amend or change these membership terms, and facility rules and regulations, at any time in the best interest of its clients and the organization. All membership term changes or amendments will be made in writing to all clients at least thirty (30) days in advance, except in emergency situations or where required by the landlord or by law. ______(Initial)

*MEMBERSHIP AGREEMENT

Below are the signatures of all persons applying for memberships who are at least 18 years of age, and signatures of guardians for all persons applying for membership who are less than 18 years of age. I HAVE READ AND AGREE WITH THE TERMS OF THIS CONTRACT, and any questions were answered to my full satisfaction. I will follow the rules and regulations of NSR, amended from time to time, and the NSR failure to timely enforce, in whole or in part, its rights, privileges or powers under this contract shall not operate as a waiver thereof. I have received a copy of this contract.

(Initial

*CHARITABLE FUNDRAISING

It is not the practice of NSR to require any Members to participate in charitable fundraising activities on behalf of NSR. There are, however, Members that actively participate in raising funds for NSR activities. The decision to undertake such activities is solely the decision of the Member. NSR will not confer any financial or other benefits upon any Member choosing to engage in fundraising activity. There will be no compensation paid by NSR to any Member that chooses to raise funds. All Member-raised funds will be directed to a general operations fund and all donations entering that fund will be used to further the charitable purposes established by the NSR Board of Directors of its authorized designees." No Member- raised funds will be directed specifically to benefit any Member that raised the funds. All raised funds will be applied generally to the operations of NSR and in the best business judgment of its Board of Directors.

____(Initial