

Complete the information below for the member responsible for payment of membership:

Last Name		First Name	Middle Initial	
Billing Address		City	State	Zip
Phone	Alternate Phone	E-mail Address		
Date of Birth	Gender	Emergency Contact	Phone	

For family and corporate memberships, complete information for each additional member:

Last Name		First Name	Middle Ini	Middle Initial	
Billing Address		City	State	Zip	
Phone	Alternate Phone	E-mail Address			
Date of Birth	Gender	Emergency Contact	Phone		
Last Name		First Name	Middle Initial		
Billing Address		City	State	Zip	
Phone	Alternate Phone	E-mail Address			
Date of Birth	Gender	Emergency Contact	Phone		
Last Name		First Name	Middle Initial		
Billing Address		City	State	Zip	
Phone	Alternate Phone	E-mail Address			
Date of Birth	Gender	Emergency Contact	Phone		
Date of Birth	Gender	Emergency Contact	Phone		

Select Membership Type:							
○ Patriot	O Patriot Family	○ Ranger LE/Mil					
Presidential	O Presidential Family	y Presidential Seasonal	O Presidential Corporate				
Print Full Name (Family or Corporate) Signature Date							
Select Payment Method							
○ Prepay	O Monthly Billing						
Startup Cost:	\$						
Annual Dues	\$						
Monthly Dues	\$						
Total Due Today	<u>\$</u>						
Total Automatic Debit	\$ To	be debited on the of ea	ch month beginning on				

- 1. Disclaimer of liability: Member(s) herby unconditionally agree(s) that The Alamo shall not be liable for any damages arising from personal injuries sustained by member, member's children, and/or member's guests in connection with use of The Alamo. Facility shall not be responsible for any loss or theft of personal property. Member(s) herby discharge(s) all employees, agents, officers, and other related corporation from any and all liability resulting from this agreement, including use of all services provided by the facility.
- 2. Rules and Regulations: Member(s) agree to read and sign The Alamo Range Liability Waiver and abide by all rules set forth. The Alamo reserves the right to terminate the member's ability to use the facility should the member(s) not abide by the rules. The action may be taken without advance notice, refund of payments, or cancelation of payments due.
- 3. Severability: If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.
- 4. Jurisdiction: To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the state of Florida and the application of Florida law.
- 5. Entire Agreement: The member(s) and The Alamo acknowledge that this agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.
- 6. Cancellability and Transferability: This membership is not negotiable, transferable, or cancelable except as otherwise provided herein. This agreement will bind and inure to the benefits of The Alamo's permitted successors and assigns.

7. Member's Rights:

A. DEATH OR DISABILITY. This agreement provides for the cancellation of the membership if the member dies or becomes physically unable to avail themselves of a substantial portion of those services which they used from the commencement of the membership until the time of disability. A refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks remaining in the contract term, shall be refunded within 30 days of notice of death or disability. The contract may require the member or the member's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the member shall be established if the member furnishes to The Alamo a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461, provided the diagnosis or treatment is within the physician's scope of practice.

B. PERMANENT RELOCATION. Should member(s) permanently move their residence more than 30 miles from an affiliated area, payment on this agreement will be suspended upon payment of an appropriate cancellation fee of \$50.00 or 20% of the unpaid agreement balance (whichever is greater) and acceptable written verification of the move is received by The Alamo. Notwithstanding a cancellation under this clause, the member shall remain liable for all installment payments prior to the date the proof of move is received.

C. CLUB CLOSURE/RELOCATION. The member may cancel the agreement if The Alamo goes out of business or fails to provide equal quality facilities within 30 days at no additional cost within 5 driving miles of, or if its facilities move more than 5 miles from, 2390 Vanderbilt Beach Rd. Naples, FL 34109, upon written notice by the member, with refund of this contract in an amount computed by dividing the total price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term.

- 8. Notice of Intent to Cancel: Except as otherwise provided herein for proper cancellation procedures, the notice of cancellation from the member shall be given in writing. The business location of The Alamo shall not be deemed out of business when temporarily closed for repair and renovation of the premises.
- 9. Duration: The agreement is in force for a period of 12 consecutive months. After the initial agreement period the membership will continue to renew each month until written notice of intent to cancel is received. The member must provide notice of intent to cancel 30 days prior to cancelation.
- 10. Identification Cards: The Alamo will provide the member with 1 identification card. If the card is lost, damaged or stolen the member may request a replacement card for a fee of \$5.00.
- 11. Automatic Billing: Unless the member elects to pay the membership fees annually, the member agrees to pay monthly dues via automatic debit of credit card. The member must notify The Alamo of any changes to payment type (including lost/stolen card or expired card) 10 days prior to the monthly billing date. If the monthly payment is declined or returned for any reason The Alamo reserves the right to re-attempt on any day without notice and charge an additional service fee of \$25.00. Declined payments will result in loss of membership benefits until all dues are current inclusive of service fees. Should The Alamo be unable to collect payments owed The Alamo reserves the right to refer the debt to a debt collection agency.
- 12. Facility: Normal business hours are Monday-Friday from 10am-8pm and 9am-7pm. The Alamo is closed on Thanksgiving Day and Christmas Day. While every reasonable attempt will be made, The Alamo does not guarantee all facilities to be available during all business hours. Should the entire facility need to close or adjust business hours, members will be notified via e-mail. It is the member's responsibility to keep e-mail address current and ensure correspondence from The Alamo is directed to the appropriate inbox.

- 13. Dues: The Alamo reserves the right to make increases to the annual dues. The increases will not take effect until the next annual cycle and will not exceed 10% annually or 25% in total over a 36 month period.
- 14. Initiation Fees: Initiation fees are nonrefundable unless the Alamo goes out of business or fails to provide equal quality facilities within 30 days at no additional cost within Collier County. If within the initial 12 month contract period, a refund of the initiation fees in an amount computed by dividing the total price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term.

By signing below the member(s) agrees to the terms and conditions set forth in this agreement. In exchange, The Alamo will provide the benefits listed on the applicable membership benefits document.

Print Full Name (Primary)	Signature	Date
Print Full Name (Family or Corporate)	Signature	Date
Print Full Name (Family or Corporate)	Signature	Date