



## MEMBERSHIP TERMS AND CONDITIONS

**YOU WILL SIGN YOUR ACTUAL AGREEMENT, AND RECEIVE ALL ADDITIONAL DOCUMENTS AT THE FACILITY DURING YOUR FIRST VISIT.**

*The content below is a condensed version of the actual agreement and may make reference to other paperwork you will receive at the club upon your initial visit.*

**SUMMARY:** Member may use this membership only at the Club Fitness location shown above. This membership includes use of weight and cardio areas in main gym. Tanning, Kid's Club babysitting, Extreme Zone section, multi-club access, or any other services are not included. Club Fitness expressly reserves the right to add to, eliminate, or alter any program when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Club Fitness and its subsidiaries.

**Notice of dues renewal:** This Membership Agreement will renew automatically on a month-to-month basis (currently at \$10.99 per month), at the end of the initial term referred to above. Club Fitness reserves the right to change the amount of dues and charges payable hereunder at any time after the end of the initial term referred to above.

**An Annual Membership Fee of \$49 will be billed on or around EITHER January 10th OR July 10th every year, to the account on file, including memberships on freeze. This fee will cover new equipment, upgrades, and other club improvements.**

**BUYERS RIGHT TO CANCEL** If you wish to cancel this Agreement, you may cancel by mailing or delivering written notice by certified or registered mail to the address shown at the top of this agreement. The notice must say that you do not wish to be bound by this Agreement and must be delivered or mailed before midnight of the third business day after you sign this Agreement. If cancelled within three business days, you will be entitled to a refund of all moneys paid. You may also cancel this Agreement if you relocate your residence further than twenty-five miles from any health club operated by the seller or from any other substantially similar health club which would accept the obligation of the seller. This contract may also be cancelled if you die, or if the health club ceases operation at the location where you entered into this contract. If you become disabled, you shall have the option of (1) being relieved of liability for payment on that portion of the contract term for which you are disabled or (2) extending the duration of the original contract at no cost to you for a period equal to the duration of the disability. You must prove such disability by a doctor's certificate, which certificate shall be enclosed with the written notice of disability sent to the health club. The health club may require that you be examined by another physician agreeable to you and the health club at its expense. If you cancel, the health club may keep or collect an amount equal to the fair market value of the services or use of facilities you have already received.

Member may cancel this Agreement at any time after the initial term referred to above, by written notice to Club Fitness complying with the provisions set forth in the 'Cancellation Procedures' section as shown in this Agreement.

**GENERAL:** Club Fitness expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Club Fitness and its subsidiaries. Membership does not confer on Member any ownership interest in Club Fitness or any of its property. The hours of operation will be set by Club Fitness and may be changed at any time in its sole discretion.

**PAYMENT DEFAULT:** If Member fails to pay any amount when due under this Agreement, Club Fitness shall be entitled, at any time in its sole discretion, to suspend or cancel Member membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Club Fitness that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Club Fitness when due, Member shall pay all costs and expenses of collection incurred by Club Fitness, including reasonable attorney fees and expenses.

**FREEZE POLICY:** Except under extenuating circumstances, memberships within the initial term of this agreement may not be frozen. After the initial term has been satisfied, you may freeze your membership for a \$10 fee. The freeze period must be at least one month but no longer than 3 consecutive months. If you need to freeze your membership for greater than 3 consecutive months you must contact the Club Fitness shown below within 14 days of the end of the initial freeze period. A new freeze period will be initiated for an additional \$10 fee. Note: Club Fitness travel privileges will be suspended while membership is frozen. Annual Maintenance fee will continue to be charged even if membership is frozen.

**RELOCATION:** In addition to Member rights set forth under Buyers Right to Cancel as shown above, Member may cancel this Agreement if Member permanently moves his or her principal residence further than 25 miles from any Club Fitness operated by the seller or from any other substantially similar health club which would accept the obligation of the seller, (or an agreement with any affiliated Club Fitness that is not more than 25 miles from Member's new principal residence allowing Member to transfer his membership privileges to such gym); provided, that Member shall provide proof to Club Fitness (which shall be satisfactory to Club Fitness in its sole discretion) of new Member address, and that move is permanent (Individual cancellation fee applies). Member also acknowledges that if, at the time of this agreement, his or her principal residence, as entered on the first page of this agreement, is 25 miles or more from the location of the Club Fitness shown below, the relocation policy shown above is no longer applicable.

*No Other Right to Cancel, Including for Non-Use of Facilities: This Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of failure by Member to utilize the facilities of Club Fitness. Any cancellation of this agreement except as expressly provided above is subject to all remaining payments due at the time of cancellation, plus the \$49 annual fee if it was not already paid within the current annual term of the agreement.*

**CANCELLATION PROCEDURE:** In the event of any such cancellation described in the preceding paragraph, Member shall be relieved from the obligation of making payment for services other than those received prior to the effective date of cancellation and Member shall be entitled to the fair market value for any unused portion of any prepaid dues or initiation fees. To effect any such cancellation, Member must deliver written notice to Club Fitness in accordance with the provisions regarding notices set forth under the /Miscellaneous/ section below. Such notice shall be accompanied by any membership cards or other documents or evidence of membership previously delivered to Member. Cancellation shall be effective on the next monthly dues payment date (provided, that any such notice of cancellation that is not received by Club Fitness at least 31 days prior to such next monthly dues payment date shall be effective on next succeeding monthly dues payment date). Member account must be current and in good standing before Club Fitness will process any such request to cancel.

**TEXT (SMS) MESSAGES:** You give express written consent to Club Fitness and its authorized service providers to contact you via text (SMS) at the cell phone number listed above for any matter related to your account, including collection of past due fees, as well as promotions, offers or other advertisements related to Club Fitness's products, facilities or services.

**HEALTH REPRESENTATIONS AND AGREEMENTS:** Member represents and warrants to Club Fitness that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Club Fitness facilities. Member acknowledges that Club Fitness has not given Member any medical advice before Member joined Club Fitness and cannot give Member any such advice after Member joins Club Fitness, whether related to the physical condition of the member, and ability to use the facilities and services of Club Fitness or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with their physician or other health professional before using Club Fitness facilities.

**MISCELLANEOUS:** (i) This Agreement shall be governed by the internal laws of the State of Connecticut without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Club Fitness. Consent may be withheld in absolute discretion of Club Fitness, (iv) if any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable and (v) all notices permitted or required to be given to Club Fitness hereunder shall be given by personal delivery to the General Manager of the Club Fitness shown below or by certified mail, return

receipt requested, addressed to the Club Fitness shown below, to the attention of the General Manager. Sales taxes added to monthly rates where applicable.

**TRANSFER OF MEMBERSHIP:** EFT-based memberships may only be transferred to an immediate family member. Billing information must remain the same. There is a \$50.00 fee to transfer a membership.

## **WAIVER, RELEASE OF LIABILITY, and ASSUMPTION OF RISK AGREEMENT**

**Waiver and Release of Liability:** Club Fitness, hereinafter referred to as "the Club," urges you and all customers to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise class. All exercises, including the use of weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the Customer's sole risk.

Customer understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be Customer's entire responsibility, and the Club shall not be liable to Customer for any claims, demands, injuries, damages, or actions arising due to injury to Customer's person or property arising out of or in connection with the use by Customer of the services, facilities, and premises of the Club. Customer hereby holds the Club, their officers, owners, agents and employees harmless from all claims which may be brought against them by Customer or on Customer's behalf for any such injuries or claims. This waiver is incorporated and made a part of the following document as if fully set forth in above Agreement dated [date]. Customer expressly states and understands that this waiver attaches to the agreement referenced above and will automatically attach to and become a part of any subsequent renewals of this Agreement, until such time as Customer notifies franchisee of his/her withdrawal of this waiver.

**In consideration of me being permitted to participate in any way in Club Fitness or Xtreme Zone within Club Fitness, (hereinafter referred to as ("Parties")) sponsored Activities ("Activity"), I agree that:**

1. I understand the nature of Parties activities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that: (a) Parties' Activities involve risks and dangers of SERIOUS BODILY INJURY, SICKNESS AND DISEASE, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, as well as those of Parties, the condition in which the Activity takes place, conditions in the club, the actions or inactions of any other third party, or THE NEGLIGENCE OF THE "RELEASEES" NAMED ABOVE; (c) there may be other risks and social and 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 incurred as a result of my Participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Parties, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by any person for any reason or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER**