

Membership Agreement

Monthly Recuring _____ Annual _____ Members _____

First Name: _____ Last Name: _____

Address: _____ City _____ State _____ Zip _____

If under 18, parent signature required:

Members With Access to Facility:

Primary Member:

First Name: _____ Last Name: _____ . D.O.B.: _____

Email _____ Phone _____ Emergency Contact/Phone _____

Family Members:

First Name: _____ Last Name: _____ . D.O.B.: _____

Email _____ Phone _____ Emergency Contact/Phone _____

First Name: _____ Last Name: _____ . D.O.B.: _____

Email _____ Phone _____ Emergency Contact/Phone _____

First Name: _____ Last Name: _____ . D.O.B.: _____

Email _____ Phone _____ Emergency Contact/Phone _____

Member Assumption of Risk and Release:

I understand the risk of injury from CLUB activities and using any CLUB equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of CLUB staff on the premises. I HEREBY RELEASE INDEMNIFY AND HOLD HARMLESS SC2 FITNESS, LLC d/b/a Sweat Factory, as well as all sponsors and advertisers, and all owners and lessors of the premises of such clubs, and their respective officers, affiliates, agents,, and employees WITH RESPECT TO ANY AND ALL INJUSRY< DISABILITY< DEATHM LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment or the facilities of the CLUB of any other related fitness center, or any incident that occurs while using such facilities, or otherwise related to my membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives, and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreements. I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND IT'S TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND BOLUTARILY WITHOUT ANDY INDUCEMENT. ADDITONAL TERMS AND CONTDIOINSONS. -I hereby confirm that I am aware of and agree to the terms and conditions on both the front and back of this document. NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEEDS HEROF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBOTR HEREUNDER.

Membership Signature: _____ Date: _____
Membership Signature: _____ Date: _____
Membership Signature: _____ Date: _____
Membership Signature: _____ Date: _____
Staff Signature _____ Date: _____

AUTHORIZATION FOR PRAUTHORIZED PAYMENTS (Required for monthly plans)

NAME AS SHOWN ON ACCOUNT

CREDIT CARD # EXP DATE CVV (3 digits on back of card) VISA/MC/DIS/AMEX (CIRCLE ONE) (For Credit or Debit Cards)

BANK NAME (For Bank Transfers)

ROUTING # (9 DIGITS) ACCOUNT # CHECKING/SAVINGS (CIIRCLE ONE)

Subject to the following conditions:

- (1)The items shall be drawn on or about the date or dates of the Payment Plan. The transactions on your bank statement will constitute receipts to payment on your account.
(2)If the regular payments set forth on the Payment Plan should vary in amount, you are entitled to receive notice at least 10 days before the payment is due, when I will be made how much it will be.
(3)By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for you review at the Designated Billing Company's website: www.abcfinancial.com under Terms and Conditions.
(4)The privilege of mailing payments under this arrangement may be revoked by the Company if any form is not paid upon presentation.
(5)If this preauthorization payment arrangement is revoked for any reason, this does not release you from your obligation (Payment Plan).
(6)A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payment become past due.
(7)This preauthorization payment arrangement shall apply to the following Application(s).

SIGNED _____ DATE _____

ADDITIONAL TERMS AND CONDITIONS

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the CLUB will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court cost, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be charged for any check, draft, credit card, or order returned for insufficient funds or any other reason. If the MEMBER is paying monthly dues by Electronic Funds Transfer (EFT), the CLUB's Designated Billing Company, reserves the right to draft via EFT all amounts owed by the MEMBER including any and all late fees and service fees. Subject to appropriate State and Federal Law. (NOTE: MEMBERS paying monthly dues by EFT are subject to \$10.00 per month increase of monthly dues if EFT payment is stopped or changed to a coupon book. This will not affect any other provisions of this agreement.)

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: The CLUB hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply, and you agree to authorize the new Designated Billing Company to continue drafting your account.

ARBITRATION: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the country in which this CLUB is located unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgement entered upon the arbitration award by any state or federal court in this state.

MEMBERSHIP FREEZE POLICY: If you have a term membership (i.e. 12 month, etc.) you may freeze time on your membership for a medical reason. Freezes can be from 30 to 90 days at a time. We may ask for documentation to verify your situation. Freezing time on your membership does not stop your membership payments. You are still liable for your original payment schedule.

MAINTENANCE OF FACILITIES: The CLUB may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes.

MEMBER OBLIGATIONS: (1) MEMBER agrees to abide by the CLUB policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other MEMBERS charged a declined payment fee and/or a late fee per delinquent payment. (3) MEMBER agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) MEMBER agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.

BUYER'S RIGHT TO CANCEL

1. If you wish to cancel this contract, you may cancel by making or delivering a written notice to this fitness center, 30-day notice is mandatory.

2. A buyer may cancel the contract if the fitness center relocates or goes out of business and fails to provide comparable alternative facilities within five driving miles of the location designated in the fitness center contract. Upon receipt of notice of the buyer's intent to cancel, the fitness center shall refund to the buyer funds paid or accepted in payment of the contract in an amount computed as prescribed in section 7 below.

3. The contract may be cancelled if the buyer dies or becomes physically unable to use a substantial portion of the services for 30 or more consecutive days. If the buyer becomes physically unable to use a substantial portion of the services for 30 or more consecutive days and wishes to cancel his contract, he must provide the fitness center with a signed statement from his doctor, physician assistant, or nurse practitioner verifying that he is physically unable to use a substantial portion of the fitness center for 30 or more consecutive days. Upon receipt of notice of the disability, the fitness center may require the buyer to submit to a physical examination by a doctor, physician assistant, or nurse practitioner agreeable to the buyer and the fitness center within 30 days of receipt of notice of the buyer's intent to cancel. The cost of examination shall be borne by the fitness center.

4. The CLUB retains the right to cancel or suspend the membership of any person for any reason. If the cancellation or suspension is made due to violation of the CLUB policies, violation of terms of this contract, or due to damage rendered by you or your guests, you will remain responsible for the repair or replacement thereof.

5. The buyer shall notify the fitness center of cancellation in writing, by mail, email, or text 30 days in advance.

6. Any payments due prior to cancellation taking effect will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver written notice to the CLUB or Designated Billing Company.

SUMMARY OF MEMBERSHIP POLICIES

1. MEMBER, by executing this Agreement, does hereby join the CLUB and such membership entities the MEMBER to use the facilities. The MEMBER is entitled to use the facility only and MEMBER shall be required to provide MEMBER's own athletic equipment and clothes. The MEMBER may also be charged for purchases through the use of their key or account number.

3. MEMBER must present upon entering the CLUB his/her membership card. MEMBER agrees to comply with stated and customary rules for participation and use of equipment, unless cancelled as provided in this Agreement, MEMBER will be responsible for all payments due and owing under this Agreement, even if MEMBER does not use the CLUB's facilities and services. However, in the event of death or disability, liability for fees will terminate as the date of death or disability.

4. If MEMBER violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, the CLUB may suspend the MEMBERS' right to use the facility until such time as the MEMBER provides the CLUB with reasonable assurance of future compliance. During the periods of any such suspension, the MEMBER shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event MEMBER continues to violate the terms of this Agreement or the rules and regulations governing the facility, the MEMBER's membership may be terminated by the CLUB.

5. MEMBER agrees that he/she shall not engage in any type of commercial or business activity while using the facilities, MEMBER shall not act as a trainer for any other MEMBERS or guests and any acts which constitute such business activities are strictly forbidden. If MEMBER engages in such commercial or business activities MEMBER's membership shall be subject to immediate cancellation.

6. MEMBER agrees that MEMBER shall abide by the Club dress code at all times while in the facility. Flip-flops or bare feet are not allowed in the CLUB.

7. MEMBER agrees that MEMBER shall not use loud or profane language upon the CLUB premises, nor shall MEMBER molest, badger, assault, or harass other CLUB MEMBERS, guests or employees. If MEMBER engages in such behavior, MEMBER's membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.

8. MEMBER understand that the CLUB prohibits the use of any drugs or steroids and MEMBER agrees not to use any drugs or steroids on the CLUB premises. MEMBER acknowledges and is aware that steroids can cause numerous physical, mental, and emotions problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility, and infertility, and many other adverse health problems. MEMBER recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and not such activity is allowed upon CLUB premises.

9. MEMBER agrees that if MEMBER fails to use the CLUB facilities that shall not release the MEMBER from the obligation to make all payments required by the terms of this Membership Agreement.

10. MEMBER allows CLUB and its employees and agents to the right to photograph, record, and/or otherwise reproduce MEMBERS' likeness, name and/or voice in, and in connection with the exhibition, display or other reproduction of any photograph, motion picture, video recording, audio recording or similar reproduction in which it may be used and/or incorporated. The CLUB may use the photograph, motion picture, audio recording, video recording or other reproduction for advertising, internet, or other purposes.

11. The MEMBER should attempt to resolve with the CLUB any complaint the MEMBER may have against the CLUB.

12. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the CLUB shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.

13. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, expressed, or implied.

14. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

15. MEMBER authorized SC2 FITNESS, LLC d/b/a Sweat Factory and their authorized designees to contact them by email, telephone, or by other means. Subject to applicable law, Member agrees that SC2 FITNESS, LLC d/b/a Sweat Factory may contact Member if any mailing address, phone number, or email address set forth on the face of this agreement, or any other address subsequently provided to, or obtained by S SC2 FITNESS, LLC d/b/a Sweat Factory. The CLUB retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or as the CLUB from time to time and all MEMBERS shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be found at the CLUB or at the CLUBS website.

SAFETY NOTICES

-This facility is under 24-hour recorded video surveillance, which may be retained by the CLUB for subsequent review, and MEMBER access card usage is logged.

-MEMBER may not bring in guests at any time without the prior written consent of the facility staff. Furthermore, if this policy is violated, at the sole discretion of the facility management, the MEMBER may be charged a drop-in fee and/or have their membership suspended or cancelled, the balance of the contract declared due and payable in full immediately. MEMBER may not allow anyone else to use their access card and must alert the CLUB immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.

-MEMBERS who do not have their key access card will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.

-Personal training services provided in this facility may be provided either by employees of the CLUB or by independent contractors operating their own business who are retained by the CLUB.

-MEMBER has access to a free orientation to the facility and the proper use of all equipment. It is the MEMBERS responsibility to request this orientation.

-It is MEMBER's responsibility to wipe down all equipment after each use and re-rack the weights they use.

-MEMBER is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.

-Each MEMBER is responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.

-Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.