

The Toning Mill, LLC Membership Contract

Member Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-Mail: _____ Birthdate: _____

Family Members:

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

Name: _____ Birthdate: _____

TYPE OF MEMBERSHIP: 3-YEAR _____ ANNUAL _____ MONTHLY _____

SINGLE _____ SPOUSE _____ ADDITIONAL FAMILY (#) _____ SR. CITIZEN _____

START DATE _____ AMOUNT PAID \$ _____

AGREEMENT AND RELEASE OF LIABILITY

IN CONSIDERATION of the above-named Member and family members being permitted to use the facilities, services, and equipment of THE TONING MILL, LLC, a North Carolina limited liability company ("The Toning Mill"), and the other mutual promises contained herein, the Member and The Toning Mill hereby enter into this Membership Contract (the "Agreement") effective as of the above-written start date for the benefit of themselves and any family members listed above. Guests of the Member or a named family member may only use the facilities, services, and equipment of The Toning Mill in accordance with the Rules, as defined below.

This Agreement is valid for a period of one (1) year beginning on the start date and will automatically renew for an additional one (1) year period upon the expiration of the original and any renewal term, unless notice of non-renewal is given by either party in writing at least thirty (30) days prior to the expiration date of the current term. The foregoing notwithstanding, this Agreement may be terminated by either party giving written notice of termination at least thirty (30) days prior to the termination date given in such notice. Members will not receive refunds if termination of this Agreement occurs prior to the expiration date for any reason other than death, disability, or change of residency over fifty (50) miles from facility.

The Member must pay The Toning Mill's membership dues, in the amount determined by The Toning Mill from time to time, by cash or check, on an annual basis in advance by the start date of the original term or by the anniversary of the start date during each renewal term; provided, however, that the Member may pay such membership dues on a monthly basis in advance on the second working day of each month by automatic Electronic Funds Transfer ("EFT") draft from the Member's bank account. Membership dues will be pro-rated for the first month and shall be payable upon signature of agreement. The Member hereby authorizes The Toning Mill to directly access the Member's bank account to affect such EFT draft to make the monthly dues payment required hereby. (Initial _____)

The Member is fully liable for all membership dues and any other charges or fees assessed against the Member pursuant to this Agreement. In the event the Member fails to timely make any payment required hereunder, then any outstanding amounts owed by the Member, including without limitation any remaining monthly payments due to be paid during the current term of this Agreement shall be immediately due and payable to The Toning Mill. The Member hereby agrees to pay any and all charges assessed by the Member's bank in connection with any payment hereunder, plus a \$25.00 penalty for any returned payment or rejected EFT draft. Accounts over 30 days delinquent will be cancelled. (Initial _____)

The Toning Mill may promulgate, publish, and distribute to the Member rules for the use of its facilities, services, and equipment (the "Rules"), and the Member, personally and for the named family members, hereby agrees to abide by and follow each and every one of the Rules at all times whenever the Member and/or family member is present at or upon the facilities of The Toning Mill. Any violation of the Rules may, in the sole discretion of The Toning Mill, serve as the basis for the immediate suspension or cancellation of the Member's membership, forfeiture of prepaid dues, and the termination of this Agreement without prior notice. (Initial _____)

The Member's membership under this Agreement is non-transferable and may not be sold, loaned, assigned, or transferred, nor may this Agreement or any other rights or privileges hereunder or any portion thereof, be sold, loaned, assigned, or transferred to any third party. Any such sale, loan, assignment, or transfer attempted shall be null and void and of no force or effect. No amendment or modification of this Agreement shall be effective unless in writing signed by the Member and The Toning Mill, except that The Toning Mill hereby reserves the right from time to time to change membership dues and classifications and to modify and amend the Rules. (Initial_____)

The Member understands and is aware that strength, flexibility, and aerobic exercise, including the use of The Toning Mill's facilities, services, and equipment, is a potentially hazardous activity. The Member also understands and is aware that fitness activities involve a risk of injury and even death, and that each Member and the named family members is voluntarily participating in these activities and using The Toning Mill's facilities, services, and equipment with knowledge of the dangers involved. A dependent of any adult family member of The Toning Mill, ages 14 – 15, who is an active client of a trainer of The Toning Mill can utilize the cardio equipment, (elliptical, stair-stepper, bikes, and treadmills), anytime as long as the parent is in the fitness center the total time. No other equipment can be used by the dependent without a trainer, (NO EXCEPTIONS). The Member hereby expressly assumes and accepts any and all risks of injury or death occurring in connection with any use of The Toning Mill's facilities, services, or equipment. The Member hereby further declares that the Member and each of the named family members is physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent participation in any of the activities and programs offered by The Toning Mill or use of any of The Toning Mill's facilities, services, or equipment, except as hereinafter stated. (Initial_____)

I hereby acknowledge and declare that I have been informed of the need for a physician's approval for my participation in an exercise/fitness activity or in the use of The Toning Mill's facilities, services, or equipment. I also hereby acknowledge and declare that it has been recommended to me that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and the use of Toning Mill's facilities, services, and equipment so that I might have recommendations concerning these fitness activities. I acknowledge and declare that I have had either a physical examination and been given a physician's permission to participate, or that I have decided to participate in such activities and/or use of The Toning Mill's facilities, service, or equipment without the approval of my physician and, therefore, in either case, I do hereby assume and accept all responsibility for my participation in such activities and use of Toning Mill's facilities, services, and equipment. (Initial_____)

The Member hereby acknowledges and agrees that smoking, vaping, using drugs, and consuming alcoholic beverages is strictly forbidden at any of The Toning Mill's facilities. The Member further acknowledges and agrees that utilizing any of The Toning Mill's facilities, services, or equipment while under the influence of drugs or alcohol will result in the immediate cancellation of the Member's membership and the termination of this Agreement without prior notice. (Initial_____)

The Member must obey all signs and instructions from staff members or face suspension or cancellation of membership. The Member must wear appropriate clothing - shirts and proper shoes (no flip flops) are required at all times. The Member hereby acknowledges that bathrooms/changing rooms/saunas are not co-ed, and membership will be suspended or cancelled for anyone violating this rule. Additionally, the steam shower is only available for use by men. (Initial_____)

The Toning Mill will provide access to its facilities using a coded keyless entry system, and the Member hereby acknowledges and agrees that supervision by The Toning Mill is not provided at its facilities. The Member hereby acknowledges and agrees that any use of the Member's access code by someone other than the Member or a named family member will result in the immediate cancellation of the Member's membership and the termination of this Agreement without prior notice. (Initial_____)

The Member, on behalf of his/herself, the named family members, and their heirs and personal representatives, hereby RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE The Toning Mill, or any of its members, managers, officers, employees, or agents, from any and all liability for any loss, damage, claim, or demand on account of death or any injury or damage to the person or property of the Member or the named family members, whether caused by the negligence of those released hereby or otherwise, arising or occurring in connection with the use by the Member or a named family member of The Toning Mill's facilities, services, or equipment. The Member, on behalf of his/herself, the named family members, and their heirs and personal representatives, hereby agrees to INDEMNIFY, DEFEND, and HOLD HARMLESS The Toning Mill, and its members, managers, officers, employees, or agents, from any and all loss, liability, damage, or cost, including without limitation attorneys' fees, that may occur due to the acts or omissions of the Member, a named family member, or any guest or invitee of the Member or a named family member, in connection with the use of The Toning Mill's facilities, services, or equipment, whether caused by the negligence of those indemnified hereby or otherwise. The Member, on behalf of his/herself, the named family members, and their heirs and personal representatives, hereby ASSUMES FULL RESPONSIBILITY for the risk of bodily injury, death, or damage to property or other damage to the Member or any named family member arising or occurring in connection with the use of The Toning Mill's facilities, services, or equipment, whether caused by the negligence of those released hereby or otherwise, and without regard to the foreseeability of such risk. The Member has fully read and understands the contents, terms, and conditions of this waiver, release, and indemnification of liability. The Member acknowledges that he/she is of lawful age, is fully competent, and signs this document of his/her own free will. (Initial_____)

This Agreement constitutes the entire understanding between the parties, superseding any and all previous understandings, oral or written, pertaining to the subject matter contained herein. The Toning Mill makes no representations or warranties, express or implied, other than those set forth in this Agreement.

Member’s Signature Date

Representative of The Toning Mill, LLC

Dependent’s Signature Date

Parent’s Consent

THE TONING MILL, LLC AUTO-PAY AUTHORIZATION

I, _____, authorize my bank to make payment to The Toning Mill, LLC and post it to my account.

Account No. _____ Amount of Monthly Payment \$ _____

Bank Routing No. _____ Bank Name _____

Billing Address _____ City _____ State _____ Zip _____

Customer Signature _____ Date _____

*****MUST ATTACH A VOIDED CHECK*****