

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION. TERMS ON REVERSE HEREOF ARE PART OF THIS CONTRACT, AS ARE ADDITIONAL TERMS WHICH ARE STATED BELOW. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

RULES AND REGULATIONS:

HOURS OF OPERATION & SERVICES- Hours of operation and operating schedules including group fitness, aerobic and boxing classes will be subject to change from time to time, according to periodic postings at the gym and on the gym website. Gym may be closed on holidays. Gym reserves the right to change or eliminate or change classes and/or instructors. Gym reserves the right to submit and/or remove Instructors and/or Personal Trainers. Club guarantees only some fitness equipment. Club makes no guarantee of specific fitness equipment. Club reserves the right to change equipment and/or do away with any equipment and/or NOT replace said equipment in club's sole discretion. Club may close off selections of its facilities and/or reduce its facilities including but not limited to swimming pools, basketball courts, racquetball courts and any and all fitness activities save basic fitness equipment. Club reserves the right to move its facilities up to 10 miles from its current location and/or transfer membership obligation to another gym/facility.

All members are working out, exercising, participating in classes, personal training or semi personal fitness training on their own free will and at their own risk and Hiit Fitness

or any associated staff and Agents corporations are NOT responsible.

Waiver & Release of Liability for Hiit Fitness and Boot Camp, Inc.

In consideration of the risk of injury while participating in Hiit Fitness and Boot Camp and as consideration for the right to participate in the Boot Camp, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into

this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the camp, and do hereby release and forever discharge Hiit Fitness and Bootcamp, Inc, 5310 Ivan Drive, Lansing, MI 48917, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from the event related to this Activity. I agree to indemnify and hold harmless Hiit Fitness and Bootcamp, Inc against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, of litigation arises

pursuant to any claims made by me or by anyone else acting on my behalf. If Hiit Fitness and Bootcamp, Inc incurs any of these types of expenses, I agree to reimburse Hiit Fitness and Bootcamp, inc. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the signing member, and Hiit Fitness and Bootcamp, Inc agree that is Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. I, undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely assigning this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract that I am signing it of my own free will.

PRIVATE POLICY

With purchases, we supply our member's contact information, to our business partners, who then may contact the member by telephone after the member purchase. Sales proceeds are collected by that business partner company. We also may supply other companies with contact information, for mail offers we believe would be of interest to our members, with or without compensation from those companies. At times we may send an advertisement for a third-party product, where we collect the sales proceeds, and forward the purchaser's information to that third party.

Our Company Partners and Sponsors: Some products and services may be offered to Visitors and Members in

conjunction with an affiliate, independent contractor seller or non-affiliated partner. To provide Visitors and Members some of these products and services, the partner may need to collect and maintain personal information. Online Shopping: At some Web sites, you can purchase products and services or register to receive materials, such as a newsletter, catalog or new product and service updates. In many cases, you may be asked to provide contact information, such as your name, address, email address, phone number, and credit/debit card information. If you complete an order for someone else, such as an online gift order sent directly to a recipient, you may be asked to provide information about the recipient, such as the recipient's name, address, and phone number. Our company has no control over the third parties' use of any personal information you provide when placing such an order. Please exercise care when doing so. If you order services or products directly from our company, we use the personal information you provide to process that order. We do share this information with outside parties that we do business with.

WE CARE FOR YOUR SECURITY

We understand that you're concerned about the security and privacy of your online transactions. This is why we use Mindbody's CC merchant to ensure that your valuable data, such as credit card details, are encrypted when you interact with our site. "How do you secure my payment information?"

We employ state-of-the-art data encryption to ensure safe and secure transactions to our site.

EXERCISING CLOTHING- Members and Guests are required to wear appropriate exercise clothing. Members and Guests are expressly forbidden from exercising in their street shoes or work boots, only clean gym shoes. Exercising in street clothes, jeans and/or work clothes and/or street shoes will result in a \$25 fine and membership termination without refund. Members are required to wear soft soled gym shoes in the exercise area. No black soled shoes will be allowed in the facility. No torn or ragged clothing are allowed. No other type of clothing will be permitted without specific approval of the gym manager.

TIME USE OF EQUIPMENT- Member agrees to follow designated time use of all machines exactly as prescribed. Classes and equipment are available subject to demand and may be crowded at peak hours, or may be discontinued, or times changed if demand fluctuates.

EQUIPMENT MALFUNCTION - Member understands that equipment may from time to time be out of order. When special factory parts must be ordered some units may be out of order for several months. When this occurs, members agree to substitute other equipment and exercise programs.

SAFETY FIRST REGULATIONS- Member will not start a machine or other device until in position and will NOT use equipment they are unfamiliar with. Member accepts full responsibility for use of free weight equipment or advance training equipment and will participate in such activity at member's own risk.

COMPLIANCE WITH RULES AND CONDUCT OF MEMBER- Member agrees to be subject to the control and guidance of the club staff while on the premises and will follow instructions of the club personnel. Member agrees to conduct him or herself in a quiet, well-mannered fashion while on the premises and reserve conditions of membership contained in this contract or in the future posted by the club, and the club reserves the right to revoke or terminate the membership without refund in the member fails to keep and obey any such rules and conditions.

USE OF FACILITIES BY MEMBERS- Member agrees and represents that all exercises, treatments, and use of all club facilities, shall be undertaken at the member's own risk, that he/she is in good physical condition and physically able to undertake any and all physical exercises and treatments provided by the club, and that the corporation which owns the club and/or any affiliated companies, their respective agents, employees, and assignees shall NOT be liable for any claims, demands, injuries, damages, actions, or causes of action(s) whatsoever to member of his/her property arising out of, or connected with use of any of club facility or services. Member does hereby forever release and discharge club and related corporations and any affiliated companies and their respective agents, assignees, and employees from any and all claims, demands, injuries, damages, actions or cause of action. Member agrees that he/she assumes the risk of engaging in the exercise activities offered by club.

DAMAGE TO FACILITIES -Member agrees to pay the entire replacement cost plus the shipping of replacement parts

and equipment for damages arising out of careless use of the equipment, dropping of weights, dropping dumb bells and allowing weight plates to slam together. Member shall pay the replacement cost of any broken mirrors or windows caused by member negligence. Member will pay for repairs to walls, doors, trim, flooring and lockers caused by members negligence.

PERSONAL PROPERTY- The club, its agents, employees and assignees shall not be responsible for damaged, lost or stolen articles of clothing or any other personal property of any member.

AMENDING OF RULES- The club reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the club.

WARRANTIES- Member agrees that no warranties, representations, or agreement whether verbal or otherwise, express or implied, were made to member except for those written herein or in writing, signed by an officer of the corporation owing the club. Buyer shall not be relieved of his or her obligations to make payment herein agreed, and no deduction or allowance from any said payments shall be made, by reason of the absence or withdrawal of Member from the fitness center or by reason of Member's failure to attend or use the fitness center.

DEFAULT- You will be in default if: (a) you fail to make a required payment when due; (b) you are declared insolvent or you file bankruptcy; or (c) you violate any terms of this Agreement or other written agreements pertaining to the present or later purchases to be added to your account. If you are in default, we will send you a notice of the default and give you 20 days to cure the default. Failure to cure the default may result in the acceleration of the entire contractual amount. You agree to any and all collection costs, court fees and attorney fees to collect the debt.

DEFAULT (cont.)- I understand if I have an unpaid balance to Hiit Fitness and Bootcamp, Inc. and do not make satisfactory payment arrangements, my account may be placed with an external collection agency. I will be responsible for reimbursement of the fee of any collection agency, which may be based on a percentage at a maximum of 35% of the debt, and all costs and expenses, including reasonable collection and attorney's fees incurred during collection effort. In order for Hiit Fitness and Bootcamp, Inc. or their designated external collection agency to service my account, and where not prohibited by applicable law, I agree that Hiit Fitness and Bootcamp, Inc. and the designated external collection agency are authorized to (i) contact me by telephone at the telephone number(s) I am providing, including wireless telephone numbers, which could result in charges to me, (ii) contact me by sending text messages (message and data rates may apply) or emails, using any email address I provide and (iii) methods of contact may include using prerecorded/artificial voice message and/or use of an automatic dialing device, as applicable.

FEES- A Ten Dollar (\$10.00) charge will be imposed to replace a lost membership card. A \$25.00 fee will be charged for returned checks.

LATE CHARGE- If a payment is more than ten (10) days late, you will be charge 5% of the payment.

ADDITIONAL RULES & REGULATIONS- It is expressly understood and agreed that this contract IS NOT assignable or transferable by the Member of Buyer and no right or privileges granted by this membership can be transferred or assigned to another party. If facilities are temporarily unavailable due to an event such as fire. strike. flood. loss of lease or the like. Seller will extend your membership privileges for the time that the facility was unavailable.

MEMBERS RIGHT TO CANCEL:

AGREEMENT CAN BE CANCELLED UPON PAYMENT OF AN APPROPRIATE CANCELLATION FEE OF \$199 IF CANCELLED WITHIN THE FIRST 3 MONTHS, \$150 WITHIN THE FIRST 6 MONTHS, AND \$99 IF CANCELLED WITH LESS THAN 6 MONTHS REMAINING. IF MEMBER MOVES MORE THAN 35 MILES AWAY AGREEMENT MAY BE CANCELLED WITH NO ADDITIONAL CHARGE. PROOF OF MOVE MUST BE PROVIDED (IE: DRIVERS LICENSE CHANGE AND UTILITY BILL OR NEW AND CURRENT LEASE/MORTGAGE)

PERSONAL TRAINING AND COACHING

It is the responsibility of the buyer to schedule training sessions. There will be no refunds for unused sessions. Unused sessions will be forfeited 90 days after final due date, if buyer fails to attend or use the sessions. It is the buyer's responsibility to contact seller to redeem unused sessions. Failure to schedule and/or attend sessions does not in any way constitute the right to cancel this agreement.

RIGHTS TO CANCEL (continued)

ALL PERSONAL TRAINING AND ANY MONTH TO MONTH MEMBERSHIP CAN ONLY BE CANCELLED WITH A 30 DAY WRITTEN NOTICE VIA EMAIL (hiitfitness@hiitfitnessandbootcamp.com). FINAL 30 DAY NOTICE PAYMENT WILL ALSO BE REQUIRED TO CANCEL A MONTH2MONTH AGREEMENT IF YOUR CANCELATION REQUEST IS RECEIVED LESS THAN 30 DAYS BEFORE YOUR NEXT BILL DATE.