

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 HEREUNDER 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.

LIABILITY For any personal injury, sickness, or contracting the COVID-19 virus. All members are aware of the risk of injury and passing contracting of the viruses. All participants agree to participate in all fitness classes, and all activity within any of our facilities at their own risk and cannot hold HiIT Fitness and Bootcamp Inc. or any staff member or partnering Agent responsible or liable.

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 MANFUNCTION 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 members 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 owning 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 pay all collection costs, court fees and attorney fees to collect the debt.

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 or 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