

Member acknowledges receipt of:

Waiver and Release of Liability _____ (Initials)

TERMS AND CONDITIONS

Dues - Member agrees to promptly pay all monthly charges and dues after being accepted for membership. The first month's dues or pro-ration thereof are due upon signing the application. Dues will be billed on or about the first of the month and are due and payable with or without a statement. If delinquent more than 60 days, The Facility may cancel Member's membership and begin collection proceedings to satisfy Member's total membership obligations under this Agreement. A 30-day notice will be given whenever there will be an increase in dues to maintain the quality of The Facility. If so desired, Member may terminate his or her membership during such 30-day period.

Cancellations/Assignment - Member may cancel his or her membership at any time. However, pre-payments of dues are non-refundable. Refunds of unused pre-payments will only be made for medical reasons, requiring a note from Member's health care provider stating that Member is unable to participate in an exercise program. Refunds or breaks in membership dues will not be made for Member's failure to use the facility, travel or vacation time. A new start up fee of \$50 may be charged to a Member that terminates his/her membership and subsequently wants to reinstate his/her membership for any reason other than medical.

Term - After the initial term of membership, Member's membership will automatically renew for successive periods of equal length unless Member notifies The Facility of his/her intent to change or cancel his/her membership prior to the end of the initial term or any renewal term. This automatic renewal includes memberships paying through automatic EFT/Credit Card payments.

Additional Fees - Member may be subject to the following additional fees:

- Replacement Member ID cards are \$5.
- There will be a \$20 returned check fee on any check returned to The Facility.

Rules and Regulations - Member agrees to abide by The Facility's Rules and Regulations that may be promulgated or changed from time to time by The Facility. Member agrees that violation of such rules and regulations may cause Member's membership to be immediately terminated at the sole discretion of The Facility.

Member's Physical Condition - Member represents and warrants that Member is in good physical condition, has current medical approval to utilize The Facility's equipment, facilities and services and to participate in the Facility's exercise classes or programs, and that he or she has no disability, impairment or ailment preventing him or her from engaging in active or passive exercise that may be detrimental to his or her health, safety, comfort, or physical condition. Member understands that The Facility is relying on this representation and that The Facility does not and will not investigate the health of Members or their fitness to use The Facility's equipment, facilities and services.

Unavailability of Facility - The Facility reserves the right, with or without prior notice to Member, to temporarily close the Facility or a portion thereof, for select holidays, remodeling, improvements or repairs. The Facility reserves the right to permanently close The Facility, and in such event, the Member's membership will be terminated.

Guests - Membership does not include the right to extend the use of The Facility to guests. Notwithstanding the previous sentence: (i) any act of omission of a Member's guest will be deemed to be an act or omission of The Member for the purposes of this Agreement; and (ii) if Member's guest makes a claim against The Facility for personal injury or otherwise, then Member agrees to indemnify and hold The Facility and its owners, officers, shareholders, employees, agents, contractors, volunteers and affiliates harmless from and against any and all liability, claims, actions or damages arising from such claim(s).

General - The provisions of this Agreement are severable. If any provision of this Agreement is declared to be void, not valid or unenforceable, it is the intention of the parties to this Agreement that the remainder of this Agreement remain valid and enforceable. This Agreement, the Rules and Regulations referenced herein, and the Waiver and Release of Liability provided to Member with this application represent the entire agreement between The Facility and Member. The Facility will have all rights and remedies provided by law and the remedies provided in this Agreement are cumulative. The laws of the state of California govern this Agreement.