



## New Member Orientation

**Member Name:** MICHAEL MCCARRON  
**Membership:** Keep Fit: All Club Sport Commitment Monthly Payment  
**Access Clubs:** All Fit-Lite, Express Clubs, Active Clubs and Sport Clubs

### Welcome to 24 Hour Fitness!

**Congratulations, you have purchased a Commitment Membership for a minimum period of 12 months which will continue on a monthly payment basis after your commitment period ends.**

**Your Membership Packet Includes:** Your Membership Agreement; the Membership Policies; and the Physical Activity Readiness Questionnaire ; as well as a copy of Equipment and Services available to you

We want you to get the most out of your membership, and to inform you of some key points about your agreement and get you started!

**Club Access:** You have selected the club access level and type of membership that's right for you. As a reminder, club access depends on level and type of membership purchased. 'Club of Enrollment'/'One-Club' memberships allow you access to the one club only. 'All-Club' memberships allow you access to all clubs at the same level, as well as those at lower level(s). 24 Hour Fitness has 4 levels of clubs:

- Ultra Sport (highest level)
- Super-Sport
- Sport
- Active (lowest level)

*For example, if you purchase an All-Club Sport membership, you have access to any Sport level club, as well as Active clubs.*

#### If you also purchased personal training sessions, please note the following:

- All personal training sessions must be completed within 6 months from date of purchase
- Your trainer may change during the course of your training agreement
- If you need to re-schedule a fitness appointment, 24 hour notice is required to avoid being charged for the full session

#### For each workout, all members must:

- (1) Check in at the front desk. You can enroll in the Cardless Check-in system to allow you to access the club with a finger scan and a check-in code instead of having to bring a Photo ID with you. If you do not wish to enroll in the Cardless Check-in system, you will need to bring in a government-issued photo ID to check into the club each time you work out
- (2) Bring a workout towel and a lock for the locker room

#### 'Membership Freeze' Rules

You may be eligible to freeze your membership for a temporary or extended period upon proof of the following:

- Medical reasons
- Military service
- Temporary job transfer
- Extended volunteer assignment

If you freeze your membership within the initial commitment period, your commitment period and obligation will be extended for the amount of time your membership was on freeze. *Please see your Membership Policies for more information*

#### Cancellation Information:

**3 Day Cancellation Right:** You are entitled to a 3 business day period (3 day period) to notify 24 Hour Fitness that you wish to cancel your agreement and receive a full refund. *Please see '...Buyers Right to Cancel page 1...' and Section 6 of your agreement for more details.*

**After the 3 Day Period:** You may not cancel your membership during the Commitment Period (or get a refund), unless specifically stated otherwise in Sections 6(a) or 6(b). After the Commitment Period, you may cancel your membership by providing written notice to the following address: 24 Hour Fitness, P.O. Box 787, Carlsbad CA 92018. You can also visit or call any 24 Hour Fitness club, or call our Member Services department at 1-866-308-8179. Upon receipt of your request to cancel your membership, your club access and membership will end after any remaining paid days end. *Please see Section 6 of the Terms and Conditions for details.*

#### Dues Increase:

- Monthly dues may only be increased a maximum of 5%, once per calendar year
- No increase within the initial commitment period of your membership

*Please see Section 3 of your agreement for more details.*

**Annual Fee:** Each year, Member will be required to pay a non-refundable Annual Fee plus applicable taxes, if any, so long as the membership is in effect. *Please see Section 3 of your agreement for more details.*

#### Arbitration Agreement and Waiver of Class Action and Jury Rights:

- All disputes between you and us, except personal injury claims, will be resolved through binding arbitration or small claims court
- Any arbitration under this agreement will take place on an individual basis; class arbitrations and class actions are not permitted
- If you do not want to be bound by this arbitration provision you must notify us of that fact within 90 days of this Agreement by providing written notice as detailed in Section 9(a).
- Personal injury claims are not subject to arbitration; personal injury claims will be handled in the courts

*Please see Section 9 of your agreement for more details.*

**Release of Liability and Assumption of Risk:** This agreement includes a Release of Liability and Assumption of Risk Provision in Section 10

**Communications:** See Sections 3(g) and (h) for information regarding marketing and account communications.

## Membership Policies

<p><b>Member#: QO03225</b></p> <p><b>MEMBERSHIP POLICIES &amp; CLUB RULES</b>  24 Hour designed the Membership Policies ("Policies") and the club rules, including rules listed here and rules posted in clubs ("Rules") to ensure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules that you, and all members, have agreed to follow. 24 Hour may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules. All approved signs posted in a club or on the premises shall be considered a part of the Policies and Rules of 24 Hour. The following Policies and Rules replace all previous Policies and Rules. If there is any conflict between these Policies and the posted club Rules, these Policies and Rules apply. The current Policies and Rules are also available on the 24 Hour website at <a href="http://www.24hourfitness.com/membership/member_policies/">http://www.24hourfitness.com/membership/member_policies/</a>.</p> <p><b>EQUAL OPPORTUNITY POLICY STATEMENT:</b> 24 Hour seeks, enrolls and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to club management or to 24 Hour at 1 (800) 432-6348.</p> <p><b>PERSONAL INFORMATION AND PRIVACY:</b> Please consult our Privacy Policies for a description of our practices with respect to collection, sharing and privacy of your personal information. Both our Website Privacy Policy (covering information we collect through our website) and our general Privacy Policy (covering information we collect offline, such as when you sign up at one of our clubs) are located on our website at <a href="http://www.24hourfitness.com/">www.24hourfitness.com/</a></p> <p><b>CHECK-IN:</b> You must check in at the front desk. You have two options for checking-in to the club, either by (1) enrolling in the Cardless Check-in system which allows you to access the club with a finger scan and a 10-digit check-in code (such as your phone number), or (2) bringing in an original photo ID*. You are not required to enroll in the Cardless Check-in system, but if you choose to not do so you will need an original photo ID* to access your club. *Photo IDs can be an original driver's license, state ID, student ID, military ID or passport. For more information about Cardless Check-in please check our website at <a href="http://www.24hourfitness.com/health_clubs/cardless_checkin/">http://www.24hourfitness.com/health_clubs/cardless_checkin/</a></p> <p><b>MEMBERSHIP FREEZE POLICY -</b> Qualification and Notice Requirements: 24 Hour will only freeze your membership if you are in good standing, you have all initiation fees paid, you are current on your monthly dues, you provide at least ten days notice for a freeze request to allow 24 Hour to process your request. If you have a Commitment or Loyalty Agreement and freeze your membership within the initial Commitment or Loyalty Reward period, your Commitment or Loyalty Reward period and obligation will be extended for the amount of time your membership was on freeze. You may qualify for one of the four categories below:</p> <p><b>Medical Disability:</b> You must provide 24 Hour with verification from your physician stating your medical disability will prevent you from using 24 Hour facilities. The minimum term for a medical freeze is three months and the maximum is six months.</p> <p><b>Active Duty Military Transfer or Extended Volunteer Assignment:</b> You must provide 24 Hour with a copy of your transfer, deployment or extended volunteer assignment orders. There is no minimum or maximum for assignment freeze. If you request a specific freeze term less than six months, your membership and monthly Electronic Funds Transfer ("EFT") or credit card charge will automatically resume at the end of the specified time. If you request a specific freeze term greater than six months, or you do not specify a freeze term, you must contact 24 Hour to reactivate.</p> <p><b>Temporary Employment Transfer:</b> You must provide 24 Hour with verification from your employer, on company letterhead, that you are being temporarily transferred. The location of your transfer must be more than 25 miles from the nearest 24 Hour location to which you have access. The minimum term for a temporary employment transfer freeze is three months and the maximum freeze is six months.</p> <p><b>Extended Freeze:</b> As a courtesy to our members, 24 Hour may approve or deny your request for an extended freeze for reasons other than those listed above. The maximum length of an extended freeze is 12 months. If 24 Hour does not receive notification to reactivate or further extend your freeze within 12 months, your membership agreement will be terminated.</p> <p><b>Dues During Freeze:</b> Once 24 Hour approves a membership freeze no further dues will be collected with respect to such time and your right to use 24 Hour facilities is frozen or suspended, so 24 Hour can deny you access to any 24 Hour club during such freeze. In the event your membership is prepaid, the term of the prepaid membership shall be extended, without further dues, for the same period of the freeze. Except for military freezes greater than 6 months or unspecified, your membership will be reactivated and your monthly EFT or credit card charge will automatically resume at the end of your freeze period.</p> <p><b>Freeze Request Decisions:</b> If your request does not conform to this Membership Freeze Policy, you will be notified that your request has been denied and your membership shall remain active unless cancelled.</p> <p><b>GUEST PRIVILEGES:</b> 24 Hour encourages you to bring friends, relatives and business associates for a guest visit. We strongly recommend that you make an appointment for your guest's visit and a tour/orientation may be required. A guest must check in at the front desk, be at least 18, sign a medical and injury release form and pay a guest fee before using 24 Hour facilities (a parent or legal guardian may bring a 16 or 17 year old minor as a guest if the adult member agrees to sign the appropriate release forms). 24 Hour may restrict the number of guests and times you may bring guests. You must inform guests about these Policies.</p> <p><b>LOCKERS:</b> 24 Hour provides lockers for your use on a daily basis only and suggests the use a lock to protect your property. Do not leave valuable property in a locker at any time. 24 Hour is not responsible for any theft of or damage to your property. If you leave a lock on the locker overnight, 24 Hour has the right to cut it off. 24 Hour will consider your property abandoned if left overnight. If you leave your property overnight, 24 Hour shall have the right to donate your property to charity.</p>	<p><b>Member Name: MICHAEL MCCARRON</b></p> <p><b>USE OF 24 HOUR FACILITIES</b>  <b>Availability of Facilities:</b> 24 Hour facilities or services, including but not limited to, classes, equipment, babysitting, basketball, saunas, whirlpools or pools may have limited hours, be discontinued altogether at anytime, or be offered on a "first come first serve" basis. 24 Hour reserves the right to charge a separate participation or reservation fee for any or all of these facilities or services. Use of 24 Hour facilities or services are authorized and limited pursuant to your membership agreement.</p> <p><b>Conflicts Regarding Use:</b> Please don't linger on the equipment because other members may want to use it. No member should monopolize the equipment or weights. If there is a sign-up list for the use of the equipment and a maximum time limit on its use then the directions for the use of the sign-up list are part of the club Rules and 24 Hour expects all the members to follow them. In short, observe gym etiquette. If there is a usage conflict, let 24 Hour mgmt. resolve it.</p> <p><b>Sports Courts &amp; Specialty Classes:</b> 24 Hour has specific procedures and Rules and may charge you for the use of the sports courts and special classes. Please see the front desk or read the posted information for these activities. Pool, Whirlpool, Sauna &amp; Steam room: 24 Hour requires you to shower before using the pool, whirlpool, sauna or steam room. There are only lifeguards on duty at a few 24 Hour facilities. Check clubs for further details. The use of the pool, whirlpool, sauna or steam room are at your risk. While using the pool, you cannot jump lanes, dive or engage in horseplay. Lap swimmers have priority over casual swimmers. You must also follow the specific Rules that certain 24 Hour clubs post regarding the use of the pools, whirlpools, saunas, and/or steam rooms in 24 Hour facilities.</p> <p><b>Weights &amp; Other Equipment:</b> There are specific Rules posted regarding the use of the weights and other equipment in 24 Hour facilities. As a courtesy, please replace the weights on the rack after you use them and wipe off any benches after your use.</p> <p><b>No Solicitation:</b> 24 Hour facilities are provided for the private use of club members only and are not open to the public. Any solicitation within any club is absolutely forbidden. This includes, for example: solicitation for profit, political purposes or any other reason; use of petitions; distributing or posting leaflets, notices or advertising anywhere in a club facility; or leaving multiple copies of leaflets or other papers in any club.</p> <p><b>GENERAL POLICIES FOR MINORS</b>  Please check with the front desk for specific Rules, Policies and fees covering the Kids' Club (babysitting) and minors. You and your minor children must follow any such Rules or Policies and pay any applicable fees. To join, all minors need the financial guaranty of a parent or guardian and the parent or guardian must sign the membership agreement.</p> <p><b>Minors Under 12:</b> May not use 24 Hour facilities at any time and must be accompanied by a parent or guardian at all times when in the facilities, unless the minor is registered in Kids' Club or participating in a 24 Hour approved youth program. If your minor child does not behave, 24 Hour may ask you to make other arrangements. 24 Hour does not permit children over six years old of the opposite sex in the locker rooms.</p> <p><b>Minors 12 - 17:</b> May use 24 Hour facilities without being accompanied by a parent or guardian if the minor is a member or a guest and their parent or guardian signed the financial guaranty and the membership agreement. 24 Hour reserves the right, in its discretion, to require that a parent or guardian accompany a minor.</p> <p><b>PROHIBITED ITEMS AND ACTIVITIES</b>  <b>No Alcohol, Drugs, or Smoking:</b> You cannot engage in any activity at 24 Hour while under the influence of illegal drugs or alcohol. 24 Hour does not permit smoking, alcohol, or illegal drugs, including steroids, in any of its facilities.</p> <p><b>No Weapons:</b> No weapons of any kind are permitted in 24 Hour facilities.</p> <p><b>No Photographic or Video Equipment:</b> No photography, videotaping, filming or audio recording in 24 Hour facilities without prior written permission of the management.</p> <p><b>Food &amp; Beverages:</b> 24 Hour reserves the right to limit the consumption of food or beverages in workout areas.</p> <p><b>Personal Training:</b> No member may train another member for compensation. If 24 Hour determines that such training occurs at a 24 Hour facility, the trainer and/or trainee may lose their membership.</p> <p><b>Outside Equipment:</b> 24 Hour reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club.</p> <p><b>DRESS / TOWEL POLICY</b>  24 Hour requires you to wear appropriate clothing and footwear while in its facilities. Here are general guidelines: gym shorts, T-shirts, jogging, aerobic and sweat outfits are all right for exercising or aerobics, but street clothes/shoes and jeans are not. Shower shoes and swimming suits are all right in the pool area, but cutoffs are not. Racquetball/basketball shoes are required on the courts. No street or black-soled shoes permitted. You must have a towel with you during workouts to protect and clean the machines you use.</p> <p><b>CONDUCT</b>  While in 24 Hour facilities, 24 Hour does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or 24 Hour employees.</p> <p><b>VIOLATION OF POLICIES OR RULES</b>  If any member or guest violates any of the Policies or Rules, 24 Hour will ask that person to stop or leave. A member's violation of any of the Policies or Rules may also cause 24 Hour, in its sole discretion, to terminate that person's membership and/or other agreements.</p> <p><b>STERIOD WARNING: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damage liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. There are also civil and criminal penalties for the unauthorized sale, use, or exchange of anabolic steroids.</b></p>
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\*OQ03225\*

**(RETAIL INSTALLMENT CONTRACT)****CLUB OF ENROLLMENT**

Club Number: 00957 Address: 621 Black Lake Blvd SW  
 City: Olympia State: WA Zip: 98502  
 Club Access: All Fit-Lite, Express Clubs, Active Clubs and Sport Clubs  
 Sold By: Website Emp#: 100

**CLUB MEMBERSHIP AGREEMENT**

OQ03225

Membership: Keep Fit: All Club Sport Commitment Monthly Payment 00957

OQ03225

Master Agreement #

Member #

**PERSONAL INFORMATION**

Last Name: MCCARRON First Name: MICHAEL  
 Address: 2103 HARRISON AVE NW 2-839  
 Phone: (415) 3233648  
 Employer: Corp. Id:

Birthdate: 03/06/1969 Age: 46 Gender: M  
 City: OLYMPIA State: WA Zip: 98502  
 Email Address: M.J.H.MCCARRON@GMAIL.COM

**ITEMIZATION OF THE AMOUNT FINANCED**

Cash price: \$ 475.99  
 Taxes: \$ 41.90  
 Total: \$ 517.89

**AMOUNT FINANCED**

Cash Price total \$ 517.89  
 Total Due Now total - \$ 93.68  
 Total \$ 424.21

**ANNUAL FEE**

Annual Fee Amount: \$39.99 EFT/RCC Begin Date: 1/08/2016  
 (continuing annually on or about the same date, see Section 3 for details)  
 See page 2 of this agreement (if applicable) for details on payment plans and/or payment authorization.

**INITIAL PAYMENT**

Initiation Fee: \$ 14.99  
 Dues for Prorated Days: \$ 1.13  
 First Month's Dues: \$ 34.99  
 Last Month's Dues: \$ 34.99  
 Taxes/Fees/Surcharges: \$ 7.58  
 Total Due Now (non-refundable): \$ 93.68  
 Amount Received: \$ 93.68  
 Balance Due: \$ 0.00

**ANNUAL PERCENTAGE RATE:**

The cost of your credit as a yearly rate.

0%

**FINANCE CHARGE:**

The dollar amount the credit will cost you.

\$0.00

**COMMITMENT PERIOD TOTAL:**  
 The amount you will have paid (excluding Initiation Fee) after you have made all scheduled payments for just the Commitment Period.

\$ 501.58

**THE TOTAL COST** – through the required Commitment Period only, of your purchase on credit, including taxes (if any) and your initial payment.  
 Amount Received: \$ 93.68  
 Amount Financed: \$ 424.21  
 Balance Due: \$ 0.00  
 Total Cost \$ 517.89

Minimum Commitment Period is for 12 months for a Total Cost of \$ 517.89. Once the Commitment Period ends, your membership will continue on a monthly payment basis. Initiation fees, dues for prorated days, first and last month's dues, and prepaid dues are non-refundable, unless specifically stated otherwise in Section 6. Once your Commitment Period ends, dues are subject to increase up to 5% per year. See Section 3 for details.

**ACKNOWLEDGEMENT OF AGREEMENT TERMS – BUYER'S RIGHT TO CANCEL – E-SIGNATURE – AGREEMENT TERM**

THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND ASSUMPTION OF RISK PROVISION IN SECTION 10. By signing below,

- You acknowledge and agree that you have read this agreement and you agree to all the terms on all pages of this agreement and acknowledge that you have received a copy of it and the membership policies.
- You consent to the use of an electronic signature to record your commitment to the terms of this Agreement.

**IF YOU WISH TO CANCEL THIS CONTRACT WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING A WRITTEN NOTICE TO 24 HOUR. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. THE NOTICE MUST BE MAILED TO: 24 HOUR FITNESS P.O. BOX 787, CARLSBAD, CA 92018. IF YOU CANCEL WITHIN THE THREE DAYS, 24 HOUR WILL REFUND ALL THE MONEY YOU PAID WITHIN 30 DAYS OF WHEN 24 HOUR RECEIVES WRITTEN NOTICE IN THE MANNER DESCRIBED ABOVE.**

**COMMITMENT - Membership**

Begin Date: 08/24/2015

MONTHLY DUES: \$34.99

The minimum term of your agreement is 12 months, (your Commitment Period). During your 12 month Commitment Period, your agreement is non-cancelable, unless specifically stated otherwise in Section 6. After 12 months, you understand that your agreement will thereafter be for a continuous service, and that you shall make monthly payments on your agreement, and that 24 Hour will charge you for those payments on the same date each calendar month regardless of the number of days in each month, starting on the begin date shown above. After the Commitment Period, upon receipt of your request to cancel your agreement, 24 Hour will apply your last months' dues (based on a 30 day month) and your agreement will be subject to the cancellation provisions herein. Your club access and membership will end after any remaining paid days end. See Section 6 for details.

**NOTICE TO BUYER: Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. You are entitled to a copy of this contract at the time you sign it. You may at any time pay off the full unpaid balance due under this contract, and in so doing you receive a partial rebate of the service charge. This service charge does not exceed 0% per annum computed monthly.**

MEMBER SIGNATURE:

DATE SIGNED: 08/24/2015

**COSIGNER**

**Parent or Guardian:** On behalf of my minor child and myself, I agree to all the provisions of this Agreement, including the Release of Liability/Assumption of Risk and Arbitration provisions and I agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought by my minor child against 24 Hour. I also promise to pay any financial obligation that my minor child does not pay for any reason.

**Financial Cosigner:** I agree to the Arbitration provisions in this agreement, and I promise to pay any financial obligation that the member does not pay for any reason. I also agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought against 24 Hour by the member.

**Whether Parent or Cosigner,** I understand my obligation can only end if the member/guardian properly terminates this agreement. If I signed the Payment and Transfer Authorization on page 2, I agree to directly pay according to the terms in this agreement.

COSIGNER SIGNATURE:

DATE SIGNED:

Last Name:

First Name:

Home ph.: ()

Street Address:

City:

State:

Zip:

**EXPECTED DATE OF OPENING:** The expected date of opening may not affect the date your EFT/RCC starts. Your EFT/RCC shall begin in accordance with the terms of your Agreement. Your EFT/RCC may begin before or after the expected date of opening.

<b>PAYMENT AND TRANSFER AUTHORIZATION</b>		<div> <b>Member Name:</b> MICHAEL MCCARRON  <b>Member #:</b> OQ03225  <b>Agreement #:</b> OQ03225         </div>	
<b>PAYMENTS FOR TOTAL DUE NOW</b>		<b>PAYMENT SCHEDULE FOR TOTAL DUE NOW</b>	
<b>Total Due Now (non-refundable):</b>	\$93.68	<b>Payment Amount:</b> \$N/A	<b>Payment Date:</b> N/A
<b>Deposit Received:</b>	\$93.68	<b>Payment Amount:</b> \$N/A	<b>Payment Date:</b> N/A
<b>Balance Due:</b>	\$0.00	<b>Payment Amount:</b> \$N/A	<b>Payment Date:</b> N/A
<b>AUTHORIZATION FOR BALANCE DUE</b>			
<b>Account Type:</b> <b>Account Holder Name:</b> <b>Expiration Date:</b>		<b>Name of Depository Institution:</b> <b>Account Number:</b> <b>Routing Number (if applicable):</b>	
<p>I want amounts I owe to 24 Hour Fitness USA, Inc., ("24 Hour") under this Agreement (the "Agreement") to be paid through one of the following (a) my debit card, (b) debits to my bank account through the ACH ((a) and (b) each an "EFT"), or (c) charges to my credit card account ("CC"), as indicated above, for the purpose of making the scheduled payments on the Balance Due (together with any related fees, taxes or charges). My signature below constitutes my authorization and agreement to the following terms for those EFT or CC charges:</p> <p>1. I authorize 24 Hour, on the scheduled payment dates, or within 2 business days after such dates, to charge my above listed credit card account, or to initiate an EFT from the account I designated above or any successor or replacement card or account, for the Balance Due indicated above. If my card or account expires or is replaced, I agree to notify 24 Hour promptly of my new card or account.</p> <p>2. My authorization will remain in effect until cancelled by 24 Hour, or by me. I may cancel by providing notice to 24 Hour in writing at P.O. Box 787, Carlsbad, CA, 92018, by phone at (866) 308-8179, as set forth in Section 6 of this Agreement. Even after my notice of cancellation, I authorize 24 Hour to charge or debit my account for any Balance Due amounts I owe under this Agreement up to the date this Agreement ends and I agree to be bound by the terms and conditions of this Agreement until my Agreement privileges end.</p> <p>3. For EFT (a debit to my checking or savings account, or debit card) charges only, I understand that you will notify me at least 10 days in advance of any EFT debit that will be more than three times the normal monthly debit amount. Upon my written request, you will notify me if the amount of the EFT transfer will vary by any amount.</p> <p>4. If my EFT or CC is rejected or returned unpaid for any reason, I authorize 24 Hour to resubmit it for payment one or more subsequent times in the future. If amounts I owe to 24 Hour are not paid because an EFT debit or CC does not go through, for any reason my failure to pay those amounts may result in the suspension or termination of my membership, as described in the Agreement.</p> <p>5. I may stop any EFT (a debit to my checking or savings account by ACH or debit card) by notifying the financial institution named above at least 3 days before the scheduled date of the transfer.</p>			
<b>Authorized Signature:</b>		<b>Date:</b>	
<b>Keep Fit: All Club Sport Commitment Monthly Payment</b>			
<b>Monthly Dues Amount:</b>	\$ 34.99	<b>Annual Fee Amount:</b>	\$39.99
<b>EFT/RCC Begin Date:</b>	09/25/2015	<b>EFT/RCC Begin Date</b>	1/08/2016
		(continuing annually on or about the same date)	
<b>AUTHORIZATION FOR DUES DIRECT AND ANNUAL FEE PAYMENTS</b>			
<b>Account Type:</b> Visa Card - Credit <b>Account Holder Name:</b> michael mccarron <b>Expiration Date:</b>		<b>Name of Depository Institution:</b> <b>Account Number:</b> *****9384 <b>Routing Number (if applicable):</b>	
<p>I want amounts I owe to 24 Hour Fitness USA, Inc., ("24 Hour") under this Agreement (the "Agreement") to be paid through one of the following (a) recurring charges to my debit card, (b) recurring debits to my bank account through the ACH ((a) and (b) each an "EFT") or (c) recurring charges to my credit card account ("RCC"), as indicated above. My signature below constitutes my authorization and agreement to the following terms for those EFT or RCC charges:</p> <p>1. I authorize 24 Hour, on a monthly basis, to charge my above listed credit card account, or to initiate an EFT from the account I designated above or any successor or replacement card or account, for the monthly dues rate indicated above, and any other amounts I owe to 24 Hour under this Agreement, including any fees, taxes, or annual increases in the monthly dues (up to 5% pursuant to Section 3(c) of this Agreement); plus, on an annual basis, the Annual Fee indicated above and any annual increases (up to 5% pursuant to Section 3(c) of this Agreement). If my card or account expires or is replaced, I agree to notify 24 Hour promptly of my new card or account.</p> <p>2. My authorization and the Agreement will remain in effect until this Agreement is cancelled by 24 Hour, or by me. I may cancel by providing notice to 24 Hour in writing at P.O. Box 787, Carlsbad, CA, 92018, by phone at (866) 308-8179. I understand that this Agreement is for a continuous service and 24 Hour will charge me on a monthly basis until I cancel this Agreement. I further understand that under 24 Hour's cancellation policy, which is in Section 6 of this Agreement, I may cancel this Agreement at any time prior to midnight of the third business day of the health studio after the date of this Agreement, excluding Sundays and holidays, and receive a refund of all money I paid. I further understand that if I do not cancel in the first three business days, then the minimum term of this Agreement is 12 months (so 12 months is my minimum purchase obligation). After 12 months, upon my receipt to cancel, my membership will end after any remaining paid days end. Even after my notice of cancellation, I authorize 24 Hour to charge or debit my account for any amounts I owe under this Agreement up to the date my membership ends and I agree to be bound by the terms and conditions of this Agreement until my membership ends. Notwithstanding any other language in this Agreement, I agree that all rights and obligations of both 24 Hour and me that are intended to survive cancellation of this Agreement will continue after cancellation and/or the end of my membership, to the extent permitted by law.</p> <p>3. The amounts charged or debited to my account may vary each month from the amount shown above due to a change in the monthly dues, past unpaid dues and fees, increases in applicable taxes, or other fees and charges that I may owe. For EFT (a debit to my checking or savings account, or debit card) charges only, I understand that you will notify me at least 10 days in advance of any EFT debit that will be more than three times the normal monthly debit amount. Upon my written request, you will notify me if the amount of my EFT or RCC will vary by any amount.</p> <p>4. If my EFT or RCC is rejected or returned unpaid for any reason, I authorize 24 Hour to resubmit it for payment one or more subsequent times in the future. If amounts I owe to 24 Hour are not paid because an EFT debit or RCC does not go through, for any reason my failure to pay those amounts may result in the suspension or termination of my membership, as described in the Agreement.</p> <p>5. I may stop any EFT (debit to my checking or savings account by ACH or debit card) by notifying the financial institution named above at least 3 days before the scheduled transfer date.</p> <p>6. If I have more than one agreement with 24 Hour (such as an Upgrade, Fitness Service or Special Privileges Agreement) and I have designated the same EFT or RCC account for charges under any other agreement as I have under this Agreement, I authorize 24 Hour to make one monthly RCC or EFT debit for all the amounts I owe under all my agreements that are paid through the same EFT or RCC account.</p>			
<b>Authorized Signature:</b>		<b>Date:</b> 08/24/2015	

## 1. PARTIES

24 Hour Fitness USA, Inc. (24 Hour) and you agree that by signing this agreement, you purchased a membership or services, agreed to all the terms in this agreement, and agreed to follow 24 Hour's membership policies and any club rules.

## 2. MEMBERSHIP

**2(a). Nature of Membership:** Your membership permits you to use 24 Hour's premises, facilities, equipment and services as shown and limited by the membership identified on page 1. Your membership is non-transferable by you and gives you no rights in 24 Hour, its management, property or operation. 24 Hour may close clubs. 24 Hour may assign or transfer your membership in its sole discretion. 24 Hour can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, or facilities is valid only at the club of enrollment, unless otherwise noted. It is your responsibility to notify 24 Hour of any change in your address or phone number.

**2(b). All-Club Memberships:** You acknowledge and agree that if you have an All-Club membership, your all club access is limited as shown on page 1, and you are entitled to use only those clubs covered by your membership. For example, if you purchased an All-Club Sport membership you will NOT have access to Super Sport or Ultra Sport clubs and if you purchased an All-Club Super Sport membership, you will NOT have access to Ultra Sport clubs. You further acknowledge and agree that (1) 24 Hour reserves the right to charge an extra fee and/or extra dues for your use of any club not included in your type of membership or for any club with additional services and/or amenities than those offered at the time you enrolled; (2) the total number of clubs at your access level may either increase or decrease in the future and nothing in this agreement shall be construed as a guarantee that your access level will always provide you access to either a certain number of clubs, or to specific clubs; (3) 24 Hour's designation of clubs (as either Fit-Lite, Express, Active, Sport, Super Sport, Ultra Sport or such designation as 24 Hour adds in the future) shall be at its sole and absolute discretion and may be based upon a variety of factors, including without limitation costs and expenses, services, equipment, location, club size, club age, renovations, amenities, trends and market; (4) 24 Hour may open new clubs, close clubs, change the designation of clubs and/or create new designations of clubs; (5) 24 Hour may exclude certain clubs (including without limitation future clubs, clubs with higher costs or expenses, clubs in certain markets, or other clubs with special circumstances) from your all club access benefits even if those clubs may appear comparable to the clubs at your access level; and (6) no two 24 Hour clubs are exactly alike and to understand the size, amenities, services and features of a particular club, you will need to visit the club.

**2(c). Corporate Memberships:** You must be a current employee of a participating company and eligible under the company's guidelines to enroll under a Corporate membership program. By enrolling under a Corporate membership program, you grant 24 Hour the right to verify your eligibility under the company's guidelines (including the right to verify your employment with the company as necessary). In the event you are not currently employed or cease being a current employee of a participating company, 24 Hour reserves the right to immediately terminate your membership and/or require you to pay the full regular price of initiation fees and monthly dues.

**2(d). Membership Freezes:** 24 Hour will freeze your membership if you qualify under 24 Hour's Membership Freeze Policy set forth in the membership policies. To be eligible for a membership freeze you must be in good standing with all initiation fees paid and you must be current on your monthly or prepaid dues.

## 3. FINANCIAL POLICY & NOTICES

**3(a). Dues & Fees:** You agree to pay the dues and fees on page 1 and 2. If you are under 18, 24 Hour requires an adult to authorize payment. 24 Hour immediately earns the initiation fees and first and last month's dues when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. Each year, Member will be required to pay a non-refundable Annual Fee plus applicable taxes, if any, so long as the membership is in effect. These fees and any prepaid monthly dues are not refundable, except as stated in Section 6 of this agreement. Whether or not you use the facilities, you must still pay your monthly dues and non-use of the facility or facilities is not a basis for refund of prepaid dues. You agree to pay 24 Hour a fee for any returned check, or other non-payments, such as for insufficient funds, closed account, frozen or declined credit or similar circumstances. The current fee is \$15.00, but is subject to change at 24 Hour's discretion without prior notice.

**3(b). Add On Memberships:** When you add one or more "Add-On" membership(s) to a membership, one member is financially responsible for all Add-On members' dues. If the member responsible for paying the Add-On membership dues cancels his or her membership, then 24 Hour may, in its sole discretion, either cancel the Add-On membership(s) and/or require the Add-On member(s) to pay his or her own dues, which may be changed to the individual membership rate in effect at the time of the cancellation. If an Add-On member starts to pay his or her own dues at any time, then 24 Hour may, in its sole discretion, either cancel the Add-On membership(s) and/or require the Add-On member(s) to pay the applicable individual membership rate.

**3(c). Right to Increase Dues:** 24 Hour may increase your monthly dues once per calendar year. The increase will be calculated at not more than five percent (5%) of your then current monthly dues. Any such increase will not occur during the commitment period of your agreement. The increase described in this paragraph is in addition to any other increases authorized under this agreement.

**3(c)(i). Right to Increase Annual Fee:** Each year, you will be charged an Annual Fee in addition to your monthly dues, so long as the membership is in effect. 24 Hour may increase your Annual Fee at not more than five percent (5%) of your then current Annual Fee.

**3(d). Charges & Taxes:** If you or your guests incur any 24 Hour charges for goods or services that include, without limitation, babysitting, fitness services, or similar services, you agree to pay for them according to 24 Hour's rates and practices then in effect. 24 Hour has the right to add to your prepaid dues or to your monthly dues any tax or charge required by the government.

**3(e). Automatic Monthly Deductions:** At any time, you can change the method of payment you have designated via My24 online member services (on [www.24hourfitness.com](http://www.24hourfitness.com)), contacting Member Services, or by updating your information in person at a Club. Please allow up to 5 days from the day 24 Hour receives your request for the change to take effect. If there is an error in an amount billed under this Agreement, you must notify us within 30 days after the date the EFT debit or credit card charge was made, or we will not be obligated to re-credit your account.

**3(f). Automatic Monthly Payment Failure:** If we are unable to process a EFT/RCC monthly charge for any reason, your membership, privileges or Fitness Services Agreement will be immediately suspended. You will have 30 days from the date we are unable to process the EFT/RCC monthly charge to reinstate your membership, privileges, or Fitness Services Agreement by providing a valid EFT/RCC authorization. Upon reinstatement, all your past due amounts, including a \$15 fee (as described in Section 3(a)) will be electronically deducted using the newly authorized EFT/RCC. If you do not provide a valid EFT/RCC authorization within the 30 days, your membership will be terminated "for cause" by 24 Hour and the terms of the "Termination for Cause by 24 Hour" paragraph in Section 6 will apply; you will not receive a refund of any initiation fees or of first and last month's dues.

**3(g). Delivery of Notices and Communications Related to This Agreement and Your Membership.** You agree to electronic delivery of notices and records relating to this Agreement and to your 24 Hour membership ("Notices") by electronic delivery instead of in paper form through postal delivery (you will still receive postal delivery of notices or records required by regulation or policy to be sent by postal delivery). Notices eligible for electronic delivery include notices regarding dues and fee increases, annual dues, electronic payment amounts, payment processing refusal, service changes, renewal, and similar notices relating to the Agreement and/or your membership. We will deliver Notices electronically to you by emailing them to the email address you have provided to us in this Agreement and you agree to keep that email address active and/or to update it as necessary. With respect to communications regarding any amounts you owe 24 Hour, you also agree that 24 Hour may contact you on your home phone and on any cell phone number that you provide to 24 Hour and that such contact may be by telephone (including autodialed calls), pre-recorded or artificial message, text message or other means. You may change your primary e-mail address, phone number or other contact information, or withdraw your consent to receive Notices electronically by contacting Member Services at (800) 432-6348. There is no fee if you withdraw your consent to receive Notices electronically.

**3(h). Marketing Communications.** From time to time 24 Hour may offer you special offers by direct mail, email, telephone and other methods as permitted by law. You may change your communication preferences at any time by contacting Member Services at (800) 432-6348.

## 4. FACILITIES AND SERVICES

**4(a). Description of Services and Hours of Access:** Not all facilities or services are open or available 24 hours a day and 24 Hour may alter the hours of operation. Your membership with 24 Hour shall include access to the facility or facilities as shown and limited by the membership identified on page 1, including the cardiovascular, strength and conditioning equipment at those facilities. Your membership agreement does not include personal training, which is an optional service subject to a separate agreement with 24 Hour. 24 Hour also provides a number of group exercise classes some of which are optional services and may require payment of a fee. Other optional services that may require additional fees include, but are not limited to, towel service, babysitting, basketball leagues, class fees, class reservation fees, guest privileges, or executive lockers. 24 Hour reserves the right to charge a separate participation or reservation fee for such optional services.

**4(b). Changes in Equipment or Classes:** 24 Hour reserves the right at any time to make reasonable changes to the type or quantity of group exercise classes and equipment offered, to alter the times of group exercise classes, and to amend the cost of, add, modify and/or eliminate any program, facility, activity, class or service in 24 Hour's reasonable discretion. Classes and equipment are available subject to demand. Any of the facilities or services, including but not limited to classes, equipment, babysitting, basketball, saunas, and whirlpools may have limited hours or may be discontinued altogether at any time and may be offered on a "first come first serve basis."

**4(c). Temporary Closures:** 24 Hour regularly closes its facilities, or portions of its facilities, on a temporary basis for maintenance, selected holidays, and other hours based on municipal requirements or other business reasons and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your club of enrollment is forced to close for 30 days or less by events or occurrences beyond 24 Hour's control, such as, by way of example, natural disasters, riots or unrest, or action by any lawful authority (Unforeseen Events), you will not be entitled to a refund, dues credit or to terminate your membership. However, if Unforeseen Events force your club of enrollment to close for more than 30 consecutive days, then 24 Hour will extend your membership, without dues, for the same period your club of enrollment was closed or completely unavailable, but only if there is not another club to which you have access within 10 miles of your club of enrollment. If 24 Hour closes your club of enrollment for more than 10 consecutive days for any reason not caused by Unforeseen Events, 24 Hour will extend the term of your membership, without dues, for any days beyond 10, but only if there is not another club to which you have access within 10 miles of your club of enrollment. Your obligations if 24 Hour permanently closes or moves your club of enrollment are explained in Section 6. If your club of enrollment closes because it is sold, 24 Hour may assign your membership to the new owner.

## 5. REPRESENTATIONS

**5(a). Physical Condition & No Medical Advice:** You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of 24 Hour's facilities. As such, you acknowledge that 24 Hour did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the facilities. If you have any health or medical concerns now or after you join, discuss them with your doctor before using the facilities. You acknowledge that you have been informed that 24 Hour has available a questionnaire designed for you to determine whether you should consult a physician before participating in an exercise program and that you understand 24 Hour assumes no liability to you if you undertake physical activity without consulting your doctor or against the advice of your doctor.

**5(b). Limited Use:** If you know or should know you have any problem that might prevent you from using all of 24 Hour's facilities and you sign this agreement, you agree that your membership is limited accordingly. However, because it's your choice, you still must pay your dues as if you could use all the facilities.

**5(c). Liability for Property:** 24 Hour is not liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around 24 Hour's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to 24 Hour's facilities, you are liable to 24 Hour for its cost of repair or replacement.

**5(d). Entire Agreement & Enforcement:** You acknowledge that neither 24 Hour, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid. This document contains the entire agreement between you and 24 Hour, and replaces any prior agreements, representations or promises by or between you and 24 Hour, whether written or oral, with respect to the subject matter of this agreement (as this agreement is described in the upper right hand corner of page 1).

## 6. CANCELLATION - TERMINATION - REFUNDS

**6(a). Your 3-Day Cancellation Right:** You (the buyer) may cancel this agreement by sending notice of you wish to cancel to the health club before midnight of the third day (excluding Saturdays, Sundays, and legal holidays) after the day you signed the agreement. This notice must be sent by registered mail to the following address: 24 Hour Fitness, P.O. Box 787, Carlsbad, CA 92018. If you cancel within the three days, then within 30 days of when 24 Hour receives written notice in the manner described above, 24 Hour will refund all the money you paid.

**6(b). Cancellation Rights.** Initiation fees and first and last month's dues are non-refundable, unless specifically stated otherwise in this agreement. Besides your 3-Day cancellation rights, you may cancel this agreement and receive a refund of unused prepaid dues or unused fitness services if you qualify as follows:

**6(b)(1) Disability or Death:** You are totally disabled and are physically unable to use a substantial portion of the club's facilities and a licensed physician must verify this fact in writing. 24 Hour reserves the right to confirm your disability by a physician agreeable to you and 24 Hour. In case of death, your estate must provide written evidence.

**6(b)(2) You Move:** You permanently move your residence more than 25 miles from your club of enrollment and 24 Hour is unable to transfer your membership to another facility within 25 miles of your new residence. However, if this agreement extends more than one year, you may only cancel under this Section 6(b)(2) if it has been more than one year from the date you signed this agreement. If at the time of signing this agreement you lived more than 25 miles from your club of enrollment, you may only cancel if you move an additional 5 miles from the club. You must provide written evidence of your move. If 24 Hour transfers your membership to another facility within 25 miles of your new residence, you are not entitled to a refund.

**6(b)(3) Prepaid Memberships For More Than One Year:** If your prepaid membership extends for more than one year, you may cancel for any reason upon 30 days written notice to 24 Hour.

**6(b)(4) Club Closed:** 24 Hour permanently closes your club of enrollment and is unable to transfer your membership to a comparable facility within a 10-mile radius of the club.

**6(b)(5) Missed Completion Date:** 24 Hour does not complete the construction of the facility by the date represented on page 1 of this agreement, provided you do not have access to another 24 Hour location or temporary workout facilities. If you are entitled to a refund under this section, you must notify 24 Hour of your request within 10 business days of the missed completion date.

**6(b)(6) Club Not Open:** If you sign this agreement before the club of enrollment opens, you may cancel within 5 business days of when the club opens and begins providing the agreed-upon facilities.

**6(b)(7) New Construction Not Open Within One Year:** 24 Hour does not complete the construction of the facility you joined within 12 months of the date you signed this agreement, provided you do not have access to another 24 Hour location. If you are entitled to a refund under this section, you must notify 24 Hour of your request within 10 business days following the expiration of the 12 month construction period. (Services must begin within twelve months from the date this contract is signed unless the completion of the facility, construction, or improvement is delayed due to war, or fire, flood, or other natural disaster.)

**6(b)(8). Military Deployment:** If you are a member of the United States military, including a member of the National Guard, military reserves, or regular United States armed forces, who is serving on active duty and deployed or otherwise serving outside of this state during the term of this agreement. You must provide written evidence of your deployment within 90 days after you receive notice of such deployment or service outside the state. If you prefer, instead of cancelling you may freeze your membership at no additional cost and your membership rate will not change while your membership is on freeze (see the Membership Policies for more details on how to freeze a membership).

### 6(c). Cancellations & Refunds

**6(c)(1) Cancellation Notice & Effective Date:** You must send written notice for cancellations and refunds under Sections 6(b)(3), (5), (6) and (7) within the time frames stated above. For cancellations under Sections 6(b)(1) and (2), you (your estate) must send written notice and proof of the event within 30 days after it happens, along with your membership ID card. Cancellation is effective as of the date of the event or the last date you used 24 Hour's facilities, whichever is later. If your notice is late or lacks proof, 24 Hour may set the effective date when 24 Hour receives the notice. Such notice shall be sent to: 24 Hour Fitness, P.O. Box 787, Carlsbad, CA 92018.

**6(c)(2) Refund:** After 24 Hour receives your cancellation notice, it will send you a refund within 30 days and relieve you from future obligations as follows:

If you are entitled to a refund under Section 6(b), you will receive a refund of the unused portion of any prepaid dues and relief from future obligations to pay dues

concerning use after the date of cancellation.

If you are entitled to cancel under 6(b)(1), (2), (3), or (8) you will get a pro-rata refund of your initiation fee, unless you cancel more than 3 years after you signed this agreement. In that case, you are not entitled to a refund of your initiation fee.

If you are entitled to cancel under 6(b)(4), you will get a pro-rata refund of the full amount of your initiation fee.

If you are entitled to cancel under 6(b)(5) or (6), you will get a full refund of your initiation fee.

**6(c)(3) Refund Calculation:** If you are entitled to a prorated refund, you will receive a refund computed by dividing the agreement price by the number of weeks in the paid term and multiplying the result by the number of weeks remaining in the paid term. If no term is stated, a term of 36 months will be used.

**6(d). Cancelling your Commitment Membership (Monthly Payment):** You may not cancel during the Commitment Period (or get a refund), unless specifically stated otherwise in Sections 6(a) or 6(b) above. After your Commitment Period you can cancel your membership by 1) mailing a written notice to 24 Hour Fitness, P.O. Box 787, Carlsbad, CA 92018, 2) visiting or calling any 24 Hour Fitness club, or 3) calling our Member Services department at 1-866-308-8179. 24 Hour will apply your last months' dues (based upon a 30 day month) and your agreement will be subject to the cancellation provisions herein. Upon receipt of your request to cancel your agreement, your club access and membership will end after any remaining paid days end.

**6(e). Termination for Cause by 24 Hour:** 24 Hour may, at its option, terminate your membership if (1) you fail to complete all signature lines and required initial blocks, (2) you fail to make timely payments under any payment plan, (3) any monthly payments or dues are late, (4) the monthly EFT/RCC payments or dues are interrupted or discontinued for any reason and you or your cosigner do not provide an acceptable alternative, (5) you fail to follow any of 24 Hour's membership policies or club rules or violate any part of this agreement, or (6) your conduct is improper or harmful to the best interest of 24 Hour or its members. Termination is effective on the date 24 Hour mails a written notice to your last known address. You are liable for all financial obligations until that date.

**6(f). Termination Without Cause by 24 Hour:** 24 Hour reserves the right to terminate your membership for any reason not stated above and not prohibited by law. If 24 Hour does so, it will mail a written termination notice to your last known address and refund any unused prepaid dues.

**6(g). Termination on Club Closure or Move:** If 24 Hour permanently closes or moves your club of enrollment, 24 Hour, at its option, will either (1) transfer your membership to a comparable club location within 10 miles of your club of enrollment, or (2) terminate this agreement on the date of closing. If your membership is not transferred, then as of the date of closing you will not have to pay further monthly dues and 24 Hour will refund any unused prepaid dues. You are not entitled to a refund if 24 Hour can transfer your membership to a comparable club within 10 miles of your club of enrollment.

**6(h). Effect of Termination & Financial Obligation:** Upon cancellation or termination, your right to use 24 Hour's facilities ends after all paid dues including last month's dues have expired and 24 Hour can deny you access to any or all 24 Hour clubs. If you owe 24 Hour money when your membership ends, you still owe the money, and 24 Hour will deduct it from any refund you might have coming. If there is not enough money to cover the debt in the refund, you must pay the balance. If you terminate your Monthly Payment Membership or your prepaid membership expires and you want to rejoin, you must buy a new membership at the then current rate.

## 7. APPLICABLE LAW

This Agreement and/or any legal action related to your 24 Hour Fitness membership shall be governed by, construed and enforced in accordance with the laws of the State where you live at the time this Agreement is executed as indicated in the Personal Information section on the first page of this Agreement, without reference to choice of law principles. Exclusive venue for any legal action related to this Agreement or your 24 Hour Fitness membership shall be brought in any Federal or State court where the Agreement was executed ("Applicable Courts"). The parties waive any objection that they have or may have to venue in the Applicable Courts including, but not limited to, any objection that the Applicable Courts are an inconvenient forum. In addition, the parties waive, to the fullest extent they may effectively do so, any objection that they have or may have to the transfer of any legal action to the Applicable Courts.

## 8. LIMITATION OF LIABILITY

Unless controlling legal authority requires otherwise, any award by an arbitrator or a court is limited to actual compensatory damages. Specifically, neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

## 9. AGREEMENT TO ARBITRATE--INCLUDING WAIVER OF CLASS ACTION AND JURY RIGHTS

### 9(a). Agreement to Arbitrate All Disputes Except Personal Injury and Small Claims Disputes

IN THE EVENT OF ANY DISPUTE (OTHER THAN (1) ONE THAT INVOLVES PERSONAL INJURY OR (2) ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND 24 HOUR, (24 HOUR, AS USED IN THIS PROVISION, INCLUDES ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND 24 HOUR WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN A LOCATION NEAR YOUR CLUB OF ENROLLMENT, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND 24 HOUR ALSO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IN ADDITION, YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF 24 HOUR IS A PARTY TO THE PROCEEDING. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MAY OPT OUT. IN ORDER TO OPT OUT OF THIS ARBITRATION PROVISION, YOU MUST NOTIFY 24 HOUR IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH 24 HOUR BY ARBITRATION, SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO 24 HOUR FITNESS, P.O. BOX 787, CARLSBAD, CA 92018, WITHIN 90 DAYS OF THE DATE YOU SIGN THIS AGREEMENT.

**9(b). Fees and costs.** Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement. If the value of the relief sought is \$10,000 or less, at your request, 24 Hour will pay all filing, administration, and arbitrator fees associated with the arbitration. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, 24 Hour will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse 24 Hour for all fees associated with arbitration paid by 24 Hour on your behalf, which you otherwise would be obligated to pay under AAA's rules.

### 9(c). Arbitrator will resolve any issues over application or enforcement of this clause.

The arbitrator, and not any Federal, State, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

**9(d). Severability and Survival.** If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this arbitration Section 9 will be null and void. This arbitration agreement will survive the termination of your relationship with 24 Hour.



#### 10. RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Using the 24 Hour Fitness USA, Inc. (24 Hour) facilities, services, or activities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of your acceptance of the benefits under this agreement, you understand and voluntarily accept this risk and agree that 24 Hour, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone else whether related to exercise or not.** You agree to indemnify, defend and hold 24 Hour harmless against any liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify 24 Hour from all liability, damages, defense costs, including attorneys' fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if 24 Hour Fitness was negligent. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products.



# Physical Activity Readiness Questionnaire (PAR-Q)



## PAR-Q & YOU – A Questionnaire for People Aged 15 – 69

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly.

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor?
2. Do you feel pain in your chest when you do physical activity?
3. In the past month, have you had chest pain when you were not doing physical activity?
4. Do you lose your balance because of dizziness or do you ever lose consciousness?
5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
7. Do you know of **any other reason** why you should not do physical activity?

If you answered YES to one or more questions, talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want – as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.
- Find out which community programs are safe and helpful to you.

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- Start becoming much more physically active – begin slowly and build up gradually. This is the safest and easiest way to go.
- Take part in a fitness appraisal – speak to our personal training department.

DELAY BECOMING MUCH MORE ACTIVE IF:

- If you are not feeling well because of a temporary illness such as a cold or a fever – wait until you feel better; or
- If you are or may become pregnant – talk with your doctor before you start becoming more active.

PLEASE NOTE:

If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.