



MEMBERSHIP AGREEMENT

Club # 2602

Agreement #

Date : 12/14/2023

Agreement Type :

2840 East-West Connector #200

Austell GA 30106

Youfit.com

Testuser	testuserav116	08/31/1999	Female
First Name	Last Name	Birth Date	Male Female Other
Street Address		City	State Zip Code
(564) 567-4564			
Primary Phone #	Cell Phone #	Emergency Phone #	
testuserav116@gmail.com			
Drivers License #	E-mail Address	Source	

I authorize YouFit and its third-party service providers to contact me at the phone numbers provided in this agreement via phone call and text message for advertising, special offers, marketing, debt collections, or other purposes. Calls and messages may be sent to me through an automatic telephone dialing system. I am not required to give this consent as a condition of purchasing or leasing anything from YouFit. Message and data rates may apply. To opt out, call (888) 968-3481 or reply STOP to any text message.

PAYMENT DUE

INITIATION FEE	\$ 0.00
PARTIAL ANNUAL FEE FOR FIRST MONTH	\$ 0.00
PREPAID DUES	\$ 4.17
SALES TAX	\$ 0.00
*ANNUAL FEE (DUE IN 30 DAYS)	\$ 49.99
TOTAL DUE	\$ 4.17
PAID TODAY*	\$ 4.17

*Does not include Annual Fee

12 MONTH TERM AGREEMENT

AGREEMENT TO PAY AND SERVICES PROVIDED

☒ This is a Contract for a Term of 12 full months and any prorated partial month ("Initial term"). The Initial Term begins on signing of this Agreement and ends on N/A . In exchange for the services specified in this Membership Agreement ("Agreement"), the undersigned ("You", "Buyer" or "Member") agrees to pay :
\$ 0.00 (plus applicable sales tax) ("Biweekly Fee") on a biweekly basis starting on 12/28/2023 and continuing through the Initial Term.
Upon the conclusion of the Initial Term, this Agreement will automatically renew for another one-month term thereafter with no Cancellation Fee. Buyer agrees to pay \$ 17.99 (the "Renewal Fee") on a biweekly basis for each renewal Term until this Agreement is cancelled by Buyer or YouFit and any Cancellation Fee is paid.
Upon expiration of the Initial Term, I accept and agree to pay the Renewal Fee for any renewal terms.

Buyer Initial

☒ Initiation and Annual Fees, and Cancellation Fee. Buyer agrees to pay YouFit or its assigns:
\$ 0.00 (plus applicable sales tax) on 12/14/2023 as a one-time initiation fee.
\$ 0.00 (plus applicable sales tax) on 12/14/2023 as a partial annual fee for first month.
\$ 49.99 (plus applicable tax) ("Annual Fee") on 01/13/2024 .

Cancellation Fee. If Buyer cancels this Agreement prior to the end of the Initial Term, Buyer agrees to pay a Cancellation Fee of the lesser of: (i) 50% of the total owed for the Initial Term; or (ii) the remaining amount owed under this Agreement, except in the case of certain cancellations expressly permitted in this Agreement without a Cancellation Fee.

Buyer agrees to pay the Annual Fee in the same amount on the same day every year unless Buyer or YouFit cancels this Agreement prior to that date pursuant to the terms of this Agreement.

YouFit reserves the right to increase the Monthly Fee, the Paid in Full Fee, the Annual Fee, and other charges under this Agreement at any time upon 30 days advance notice to the Buyer. If the event of a price increase, Buyer may either terminate this Agreement or, by continuing the services, Buyer agrees that increased prices will apply as terms of this Agreement.

CREDIT CARD FEE. YOU PROVIDE YOUR CREDIT CARD NUMBER AS A GUARANTEE OF PAYMENT AND AGREE TO PAY THE CREDIT CARD CONVENIENCE FEE SET FORTH HEREIN ACCORDING TO THE TERMS OF THIS AGREEMENT. YOU UNDERSTAND THAT THESE CHARGES WILL BE CHARGED TO YOUR CREDIT CARD FOR EACH TRANSACTION. YOU AUTHORIZE YOUFIT TO CHARGE YOUR CREDIT CARD ACCORDING TO THIS AGREEMENT.

Members can pay via ACH with no convenience fee. We also accept all major credit cards. Paying the Biweekly Fee with a credit/debit card will include a \$1 convenience fee per transaction. Paying the Annual Fee, Paid in Full Fee, or any other charge with a credit/debit card will include a \$2 convenience fee per transaction.

☐ YouFit will provide access to online video content via its OnDemand service at YouFit.intelvideo.com for \$_____. subject to the month-to-month terms listed above. I agree to the Terms & Conditions and Privacy Policy attached to this Agreement and found at YouFit.intelvideo.com.

Buyer Initial

To cancel, follow the instructions below and submit your cancellation at least thirty (30) days in advance of the renewal date. Questions? Call (888) 968-3481.

HOW TO CANCEL: Except for Statutory Cancellation Rights (listed below), Buyer may cancel this Agreement by contacting ABC Fitness Solutions via email to customer@abcfitness.com or phone call to 1-888-827-9262 Monday-Friday, 7AM-9PM CT. Cancellation requests may take more than thirty (30) days to become effective. Member will forfeit the balance of any Annual or Initiation Fees paid and will be responsible for any past due balance and any payments that fall within the 30 days of requesting cancellation. You will receive full access to purchased periods.

REFUNDS: No refunds shall be made except as specifically provided in this Agreement. Buyer Initials :

Additional terms are printed below and on the following page(s) which may affect Buyer's legal rights. By signing this Agreement, Buyer represents and warrants that they are of legal age, and that Buyer has read and understands this entire Agreement including the policies applicable to Buyer's use of YouFit's facilities and services, the release and waiver of liability, the Additional Terms and Conditions on the reverse side hereof, and the current Membership Policies and Club Rules and Regulations. A copy of this Agreement will be sent to the email address provided by Buyer; a paper copy is available upon request. This Agreement, including the Privacy Policy of YouFit found at www.youfit.com/privacy-policy, constitutes the entire agreement of the parties; no other understanding exists between them. If the member is under 18 years of age, the parent/legal guardian who signs this Agreement acknowledges that they read and understand this Agreement as outlined above and consents to and guarantees the member's performance, including any payment required under this Agreement.

Club Representative Signature:	Parent or Guardian Signature A:	12/14/2023
CLUB REPRESENTATIVE	MEMBER PARENT OR GUARDIAN	DATE

AB FITNESS

I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of

PRIMARY PAYMENT ACCOUNT

NAME ON ACCOUNT:

BANK/CREDIT CARD #:

ROUTING #:

EXPIRATION DATE:

PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

ALTERNATIVE PAYMENT ACCOUNT

NAME ON ACCOUNT:

CREDIT CARD #:

EXPIRATION DATE:

Subject to the following conditions:

(1) The items outlined in Your Membership Agreement (biweekly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.

(2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.

(3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.

(4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under Terms of Service.

(5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.

(6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.

(7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee for the amount set forth in the Membership Agreement will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.

(8) By executing this Agreement, You authorize Club and Club's agents, including its third-party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.

(9) This preauthorization payment arrangement shall apply to the following Applicant(s):

Date 12/14/2023

Account Holder Signature

2602 & Linked BWT EAE GA 20231214

STATUTORY CANCELLATION RIGHTS: You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, send written notice of your cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail or statutory overnight delivery, return receipt requested. No Cancellation Fee applies.

You (the buyer) have seven business days to cancel this contract. To cancel, mail or hand deliver a letter to the address listed above or YouFit, 4032 W. Hillsboro Blvd., Deerfield Beach, FL 33442. Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options. It is recommended that you send your cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that you did cancel. If you do hand deliver your cancellation, be sure to get a signed statement from an official of the spa acknowledging your cancellation. To be effective, your cancellation must be postmarked by midnight, or hand delivered by midnight on _____ and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to you. No Cancellation Fee applies.If you should die during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death may be required under this paragraph. No Cancellation Fee applies. If the member becomes totally and permanently disabled during the membership term, he may cancel his contract and that the health spa is entitled to a reasonable predetermined fee in such event in addition to an amount equal to the value of services made available for use. This amount shall be computed by dividing the total cost of the membership by the total number of months under the membership and multiplying the result by the number of months expired under the membership term. The health spa shall have the right to require and verify reasonable evidence of total and permanent disability. For purposes of this subsection, “total and permanent disability” means a condition which has existed or will exist for more than 45 days and which will prevent the member from using the facility to the same extent as the member used it before commencement of the condition. No Cancellation Fee applies. If a consumer has a history of heart disease, he should consult a physician before joining a spa.Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the health spa at which the contract is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

NOTICE: State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.

ADDITIONAL TERMS

EFT REQUEST, BILLED BIWEEKLY TO A CHECKING, BANK, AND/OR SAVINGS ACCOUNT: Buyer (individually and as agent or guardian of member) hereby authorizes YouFit and/or its agents to make periodic charges to or withdrawals from the account used to pay the initial payment described above or the account designated below or replacement hereafter for payment of any sums due YF FC Operations, LLC (“YouFit”) and/or its agents’ facilities or services (the “EFT”), as follows. Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected Biweekly dues, payments or portions of the balance due described on this Agreement and the corresponding service charges. Any service charges incurred by either party during an electronic funds transfer are the sole responsibility of the buyer. Buyer understands that the buyer is in full control of buyer’s payment and that this EFT authorization will remain in effect until YouFit and/or its agents receive written notice of termination of this Agreement as allowed by this Agreement and has a reasonable opportunity to act on that notice. If you decide to change your billing information, a five (5) day notice is required. Such notification will not otherwise affect this Agreement and buyer’s obligation herein. Buyer understands that cancellation of EFT authorization in no way relieves the obligation to fulfill the terms and payments of this Agreement. If you provide us with more than one method of payment, you authorize us to charge any amounts you may owe us including, but not limited to, any membership related obligations, retail transactions, and/or online purchases to any form of payment which you have provided us until such time as you revoke your authorization for that method of payment by written notification delivered in person or by telephone to YouFit or its agents. As a service to members who provide a credit or debit card as a form of payment, we reserve the right to charge a convenience fee, bill expired credit or debit cards and or obtain new expiration dates from card issuers who make these dates available until the member has cancelled in accordance with this Agreement or revoke their authorization to bill with their financial institution.Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your Biweekly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your Biweekly membership dues by the amount of such increase. If you have requested the privilege of paying your Biweekly dues by pre-authorized electronic funds transfer, the Biweekly amount so transferred will be adjusted to reflect any increase in the sales tax rate. **MEMBER’S REPRESENTATION AND WARRANTY OF CONDITION:** Member represents and warrants that Member is in good physical condition and able to safely and competently use YouFit’s facilities and services. Member acknowledges and agrees that no employees or personnel of YouFit are capable of diagnosing, examining or treating medical conditions of any kind, of evaluating anyone’s ability to safely participate in any activity, or of determining the effect of any specific exercise on any person or medical condition, and that no person has made any representation to the contrary. YouFit reserves the right, in its sole and absolute direction, to revoke or deny any membership or services agreement, or deny use of YouFit’s facilities or services, to anyone whose use or participation may endanger the health or safety of themselves or others. **LIMITATION OF LIABILITY, RELEASE AND INDEMNIFICATION:** Member assumes all risk of injury, illness, disability, or death related in any way to Member’s use of YouFit facilities or services. Member releases YouFit from any and all liability, claims, demands or actions, at law or in equity, which exist now or may exist in the future, regardless of YouFit’s alleged or actual fault, related to this agreement or member’s use of YouFit facilities or services, and covenants not to sue. This release and covenant not to sue expressly includes but is not limited to any direct, special, incidental, indirect, punitive, or consequential damages. Member further agrees to indemnify, defend, and hold harmless YouFit, from and against any and all liability, claims, demands, or actions, at law or in equity, related to any use by Member of YouFit facilities or services, any violation of law by Member, or any breach of this agreement by Member. All references in this Agreement to YouFit include YouFit’s owners, officers, directors, employees, affiliates, subsidiaries and agents. All references in this Agreement to YouFit’s services include, without limitation, personal training and group fitness classes. **YOU AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN ANY ACTIVITIES THAT INVOLVE THE USE OF THESE FACILITIES AND PREMISES AND EXPRESSLY AGREE TO ASSUME ALL RISKS OF ANY INJURY, ILLNESS, OR DEATH AS A RESULT OF PARTICIPATION IN THESE ACTIVITIES.** **SAFETY REGULATIONS.** Member will not start a machine or other device until in position and will follow the exercise routine exactly as prescribed. **INDEPENDENT ADVICE:** YouFit urges Member to see a doctor before commencing any physical activity and to follow a doctor’s advice as to Member’s health, fitness, or physical capabilities. Further, YouFit urges Member to have this Agreement reviewed by an attorney before signing. Member’s signature and/or initials indicates Member’s acceptance of all the terms and conditions in this Agreement, without limitation. **USE OF FACILITY:** You are entitled to access and to use the gym or gyms defined by your membership plan until termination or suspension of that membership pursuant to this Agreement. We will make reasonable endeavors to make available to you the rights and privileges of membership of the gym or gyms you joined and have paid for. This includes access to the gym and gym equipment, changing areas, staff, and personal trainers for general advice. We will make reasonable endeavors to communicate to you in advance if we are unable to make available to you the rights and privileges of membership. You agree that you will not be eligible for any refund for the temporary interruption in services during the period. **PERSONAL TRAINING SERVICES:** Personal training services must be purchased from YouFit. Independent trainers are not authorized to provide personal training services to members. Any attempt to do so will result in membership revocation of both the trainer and the member. **VALUABLE AND PERSONAL PROPERTY:** We urge you not to bring valuables into the club. We shall not be responsible for any lost, theft or damage to the personal property brought into the club, whether member, guest or other individual. You agree that you shall hold us harmless for any such loss. **COMPLETE AGREEMENT AND SEVERABILITY:** The terms of this entire Agreement constitute the full Agreement between the parties and supersede any oral promises or statements made. No agent or representative of YouFit is authorized to alter or change the language or content of this Agreement. If any part this Agreement is declared unenforceable, the remaining provisions of the Agreement shall not be affected and shall continue in full force. **APPLICABLE LAW:** This Agreement shall be governed by Georgia law or whichever county the health club resides in. **TRANSFERRING AND ASSIGNMENT OF AGREEMENT:** YouFit has the right to transfer this Agreement to anyone of our choice in accordance with applicable law. If we transfer this Agreement, your obligations to such transferee will continue in accordance with applicable law. We may sell, assign or transfer our right to receive payment from you to a finance company, bank or other institution. You will be notified of such a transfer. Neither you nor any member may sell, assign or transfer a membership, or any right thereto. **DEFAULT AND LATE PAYMENT:** If a payment is received eleven (11) days or more after the date it is due, you will be charged a late charge of \$9.50 per every late payment. A service charge of \$23.50 will be assessed for all rejected checks, rejected EFT transfers, or credit card declines, regardless of reason. If the Member is paying Biweekly dues by electronic funds transfer (EFT), YouFit’s billing company, ABC Fitness Solutions, LLC reserves the right to draft via EFT all amounts owed by the member including all late fees and service fees, subject to appropriate State and Federal Law. To the full extent permissible by law, for the purpose of collection or any dispute arising hereunder, Member hereby submits to the sole and exclusive jurisdiction of the State of Florida. The debtor waives presentment hereof for payment, protest, and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. Member is in default if a) YouFit does not receive a payment from Member on or before the date it is due; b) Member breaches one of the obligations of this Agreement; c) Member makes any statement or representation in connection with this Agreement which is false or incorrect in any material respect; or d) Insolvency actions are begun by or against Member. Insolvency includes situations where Member is unable to pay all their debts as they become due. **ATTORNEY’S FEES AND COURT COSTS.** If this Agreement is given to an attorney for collection, who is not a salaried employee of ours, Member shall pay reasonable attorney’s fees (15% of the amount owed as permitted by law) and court costs allowed by law. **OUR RIGHTS UPON DEFAULT:** In the event you default on this Agreement, including the violation of any rule then in effect, we may suspend or revoke your membership privileges. **RESTRICTIONS OF MEMBERSHIP:** We reserve the right to revoke or deny the membership of any member or guest. **RIGHT TO REGULATE USE OF PROPERTY:** Member acknowledges that, prior to entering into this agreement, he was provided a current copy of the rules applicable to the Member’s use of the health studio. By signing this agreement, Member agrees to be bound by those rules, including any future additions or amendments thereto. YouFit shall have the exclusive and unequalled right to make such rules, regulations and restrictions regarding the use of all or part of the facility as it may deem necessary or appropriate. These rules shall apply to all members and their guests, visitors and members of their families. In order to gain entry to our facility, you will be required to furnish identification which shall be provided to you upon commencement of your Agreement terms. **COMPLIANCE WITH RULES AND CONDUCT OF MEMBER.** Member agrees to be subject to the control and guidance of YouFit staff while on the premises and will follow instruction of YouFit personnel. Member agrees to conduct themselves in a quiet, well-mannered fashion while on the premises and only discuss criticism of other club members, guests, or YouFit personnel in a confidential setting with the general manager. Member agrees to obey all rules and conditions of membership contained in this Agreement or in the future as prescribed by YouFit. YouFit reserves the right to revoke or terminate the membership if the member fails to obey any of the rules or conditions. **PHOTOGRAPHY AND VIDEO:** Professional photography and recording of video on the premises is not allowed without the advance written approval of YouFit’ Legal Department and execution of appropriate release/ consent forms. Personal photography (i.e., “selfies” and photos posted to social media sites) is allowed in public areas only. You must have consent to photograph any other member, guest or team member. No photography or cameras of any kind are allowed in any locker room, rest room, or sauna/steam room. YouFit allows certain team members to take images of members and guests for social media purposes, including participants in group fitness and team training classes. If you do not wish to have images taken by YouFit, please let the team member know, so that you can opt out. By your continued use of YouFit’s premises and services, including participation in the class, you irrevocably consent to and grant YouFit the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to YouFit’s commercial and promotional use on its corporate or employee social media sites. **ARBITRATION:** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be city of club and Georgia law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC. The parties agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitral tribunal may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the tribunal’s power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the tribunal has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis. In the event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement will remain in force. **MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** **E-SIGN CONSENT:** Certain laws and regulations may require YouFit and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member’s consent, this information may be provided to Member electronically. Member’s consent hereto shall apply to each and every disclosure, notice, Agreement, statement, term and condition, and any other information (collectively, the “Documents”) that YouFit and/or ABC Fitness Solutions, LLC, may provide Member. Member’s consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting YouFit and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of YouFit and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member’s receipt of the Documents. Member agrees to maintain a valid email address with YouFit and/or ABC Fitness Solutions, LLC, and to promptly notify YouFit and/or ABC Fitness Solutions, LLC, of any changes to Member’s email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of YouFit and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member’s electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member’s electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then YouFit and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to YouFit and/or ABC Fitness Solutions, LLC. **CONTACT:** Member affirms, acknowledges and attests that Member’s mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that YouFit and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to it’s debt collection agencies or attorneys, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to YouFit and/or ABC Fitness Solutions, LLC. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only. **MINIMUM AGE:** Minimum age for all members is 13 years old. Members under the age of 18 require parent or guardian consent at the time of purchase. Members under the age of 16 must be accompanied by parent or guardian at all times while using our facilities. **WARNING:** Use of steroids to increase strength or growth can cause heart 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. These health hazards are in addition to civil and criminal penalties for unauthorized sale, use or exchange of anabolic steroids.



YOUFIT CLUB POLICY & GUIDELINES
MEMBERSHIP POLICY FORM

I have been informed of the basic dress code, which includes:

- Clean workout clothing is required. Management will address any unsatisfactory hygiene and corrective action may be required.
- Appropriate athletic shoes only. No sandals, street shoes, flip-flops, or work boots are allowed in workout areas.
- Belt buckles, loose jewelry items, jeans, overalls, and work pants are not allowed in workout areas.
- All other clothing and shoes must be kept in lockers. Please keep all valuable items at home.

Use of facility is at my own risk:

- If I do not know how to use any equipment or fitness program I will ask for assistance.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned and report any equipment problem to the staff.
- Always use a spotter.
- Collars and clips must be used when using free weights.
- Youfit shall not be liable for any injury or damages resulting from my use of the services and/or facilities.
- If I become aware of any personal health problem, I will see a doctor before using the facility.
- A parent must accompany children under the age of 16. No one under the age of 13 is permitted inside our facilities.

I understand that the use of proper gym etiquette is required during my workouts:

- Bringing a towel to the gym & wiping off or disinfecting equipment after use.
- Be courteous, at all times, to other members and staff.
- Allow others to work in during your rest period.
- Dropping or slamming weights is not acceptable.
- Members are not allowed to bring in their own workout apparatus.
- Lockers are for day use only. Locks left overnight will be cut.
- Do not consume any food items, shakes, and supplement drinks in the workout areas of the club.
- Phone use is only permitted in the lobby.
- Re-rack all weights after use.
- Unless you are a law enforcement officer you are not permitted to bring a firearm or weapon into our facilities.
- Express Circuit equipment is to be used by individuals completing the entire Express Circuit Workout only.
- Use equipment only as designed.
- Guests are only permitted with Lime Card members or if a day pass is provided or purchased. Valid ID must be presented and all Youfit policies must be followed.
- A delinquent membership account will result in denied access to all Youfit facilities until corrected.

I understand that Youfit is not responsible for loss or theft of personal property:

- Loss in the club or parking lot is not the responsibility of Youfit and I will not hold them liable.
- I have been informed that it is best not to leave valuables in my vehicle or bring them into the club.
- Youfit is not responsible for any lost, damaged, or stolen items.

I understand that Youfit is not liable for services or Agreements offered by independent contractors & outside companies.

- I acknowledge that the responsibility for fulfillment of services is of no responsibility to Youfit.
- Any disputes regarding payments or performance for services should not be directed to Youfit.
- Outside trainers are not permitted unless approved by management.

By joining I hereby certify that I have read and understand the above policies.

These policies must be followed at all times. Violation may result in immediate termination of your membership.



BASIC Membership Amenities & Policies

***All YouFit members must be 16 years of age
Access may be denied if membership account is delinquent***

BASIC MEMBERSHIP grants you access to your home club only and use of the free weights, resistance machines, and strength and cardio equipment. You will also have access to the YouFit app available on the Google Play Store or the App Store.

Amenities vary by location. These policies must be followed at all times. Violation may result in immediate termination of your membership.



PREMIUM Membership Amenities & Policies

All YouFit Premium members must be 18 years of age
All Premium guests must be 18 years of age or with a parent or guardian
Access may be denied if membership account is delinquent

PREMIUM MEMBERSHIP GRANTS YOU ACCESS TO THE FOLLOWING AMENITIES:

Use of the free weights, resistance machines, and strength and cardio equipment. You will also have access to the YouFit app* available on the Google Play Store or the App Store.

Unlimited Guest Privileges

- Premium Guests must be at least 18 years old
- Unlimited Guest Privileges includes one guest per visit. The guest may be the same person or a different person each visit. Premium members cannot drop off their guests and leave. The Premium member must be present at time of guest check-in and remain inside the facility with the guest
- Premium Guests must present photo I.D. and sign into the Premium guest register upon entering the facility
- The Premium member is responsible for their guest actions while on premises. Guest must follow all YouFit policies during their visit

Access To All YouFit Locations

- In order to use another YouFit location a Premium member's account must be current. They must present their scan tag and scan in upon entry to the club
- Premium members are allowed up to 15 visits per month to another YouFit location. If a Premium member must use more than 15 visits the member should transfer to that location. A location transfer can happen only once every 90 days for monthly members and only once a year for PIF members
- If a Premium member does not have their scan tag or if there is no photo attached to the member account, a valid photo I.D. is required

Unlimited HydroMassage Facilities

- This Amenity is only available at select locations and membership types. See agreement or club for details
- This is available to Premium members only - not their guest
- Members are required to wipe down the equipment after use

Group Exercise Classes (Cycle, Pound, Total Sculpt, etc.)

- Guests may pay a \$5 fee to participate in a group exercise class
- Some classes may require additional fees
- This Amenity is only available at select locations. See agreement or club for details

Downgrading Membership

- If you choose to downgrade your membership, you may do so 60 days after your membership join or upgrade date.
- Downgrading your membership requires a \$10 downgrade fee as well as a 10 day notice before your next billing cycle.
- Any changes to your membership can be done in person at your most convenient location.
- Member must be current on all their dues and fees to qualify for downgrading

Amenities vary by location and are subject to change at our discretion with thirty days' notice. These policies must be followed at all times. Violation may result in immediate termination of your membership.



PREMIUM+ Membership Amenities & Policies

*All YouFit Premium members must be 18 years of age
All Premium+ guests must be 18 years of age or with a parent or guardian
Access may be denied if membership account is delinquent*

PREMIUM+ MEMBERSHIP GRANTS YOU ACCESS TO THE FOLLOWING AMENITIES:

Use of the free weights, resistance machines, and strength and cardio equipment. You will also have access to the YouFit app* available on the Google Play Store or the App Store.

Access To All YouFit Locations

- In order to use another YouFit location a Premium member's account must be current. They must present their scan tag and scan in upon entry to the club
- Premium members are allowed up to 15 visits per month to another YouFit location. If a Premium member must use more than 15 visits the member should transfer to that location. A location transfer can happen only once every 90 days for monthly members and only once a year for PIF members
- If a Premium member does not have their scan tag or if there is no photo attached to the member account, a valid photo I.D. is required

Unlimited Guest Privileges

- Premium Guests must be at least 18 years old
- Unlimited Guest Privileges includes one guest per visit. The guest may be the same person or a different person each visit. Premium members cannot drop off their guests and leave. The Premium member must be present at time of guest check-in and remain inside the facility with the guest
- Premium Guests must present photo I.D. and sign into the Premium guest register upon entering the facility
- The Premium member is responsible for their guest actions while on premises. Guest must follow all YouFit policies during their visit

Unlimited HydroMassage Facilities

- This Amenity is only available at select locations and membership types. See agreement or club for details
- This is available to Premium members only - not their guest
- Members are required to wipe down the equipment after use

Group Exercise Classes (Cycle, Pound, Total Sculpt, etc.)

- Guests may pay a \$5 fee to participate in a group exercise class
- Some classes may require additional fees
- This Amenity is only available at select locations. See agreement or club for details

Downgrading Membership

- If you choose to downgrade your membership, you may do so 60 days after your membership join or upgrade date.
- Downgrading your membership requires a \$10 downgrade fee as well as a 10 day notice before your next billing cycle.
- Any changes to your membership can be done in person at your most convenient location.
- Member must be current on all their dues and fees to qualify for downgrading.

PREMIUM+ members will receive all amenities listed above PLUS YouFit OnDemand through the YouFit app, Group Interval Training Classes, and access to EatLove. Additional terms and conditions may apply – see membership agreement and YouFit.com for details.

Amenities vary by location and are subject to change at our discretion with thirty days' notice. These policies must be followed at all times. Violation may result in immediate termination of your membership.



PARENT / GUARDIAN WAIVER

IN EXCHANGE FOR YOUFIT™ ALLOWING MY MINOR CHILD TO PURCHASE A MEMBERSHIP AND TO PURCHASE A MEMBERSHIP AND TO USE ALL INCLUDED FACILITIES,

I _____,
THE PARENT/GUARDIAN OF

HEREBY AGREE TO BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE PREMISES OF, OR EQUIPMENT BELONGING TO, YOUFIT™. FURTHER, I, INDIVIDUALLY AND ON BEHALF OF MY CHILD, AGREE TO INDEMNIFY AND HOLD HARMLESS YOUFIT™, ITS EMPLOYEES, AGENTS, OR OFFICERS, WITH RESPECT TO DAMAGE AND LOSS TO ALL PERSONS OR PROPERTY, INCLUDING MY CHILD, AND DO HEREBY RELEASE AND FOREVER DISCHARGE YOUFIT™, ITS EMPLOYEES, OFFICERS AND AGENTS FROM ANY AND ALL CLAIM FOR LOSS FOR DAMAGES RESULTING THEREFROM. ALL MEMBERS UNDER THE AGE OF 18 REQUIRE PARENT OR GUARDIAN CONSENT AT THE TIME OF PURCHASE. ALL MEMBERS UNDER THE AGE OF 16 YEARS OLD MUST BE ACCOMPANIED BY THEIR PARENT/GUARDIAN AT ALL TIMES WHILE INSIDE THE CLUB. NO ONE UNDER THE AGE OF 13 YEARS OLD IS PERMITTED ONTO THE PREMISES.

I HAVE READ AND ACCEPTED THE TERMS OF THE AGREEMENT.

Parent or Guardian Waiver Signature : _____
PARENT/GUARDIAN **DATE**