



LYFT Fitness Membership Agreement- Terms and Conditions

This document is very important – Please read it carefully, understand its content and determine whether you wish to receive a hard copy or a digital copy hereof via email

I want a hard copy of the Agreement

I want a digital copy of the Agreement via email

Member Signature:

1. Definitions:

1.1. Membership Agreement: Refers to the agreement that regulates the rights and obligations between Lyft Fitness and its subsidiaries on one hand and the member on the other hand.

1.2. Rules and Regulations: Refers to everything mentioned in the Membership Agreement, the controls and policy of using and operating of all facilities, services, equipment and signboards in all facilities and any other document

or publications relevant to the services.

1.3. Management or Company: Refers to Lyft Fitness, C.R. No 1330021,

Commercial Name: Challenge LLC

1.4. Member/User: Refers to each and every member at the centre detailed above and who holds a membership ID.

1.5. Membership: Is the registration at the centres detailed above, in order to make use of the services offered by these centres for the defined period of time.

1.6. You: The member

1.7. Personal Training: This is defined as supervised training by an approved Lyft fitness employed trainer, he/she may be conducting it for a single person or for a group of individuals inside the facility for a defined period of time. The trainer doesn't train with the member; she supervises the activity.

1.8. Group Training Program: All the sessions conducted for a group of members by a certified Lyft Trainer held in the Group Fitness Studios or Spinning Studio.

1.9. "The Functional Fitness"

Programs: A high intensity dynamic training program for 30-45 minutes, held in "The Functional Fitness" Room only. Under the supervision of one of Lyft trainers for one person or a group of members.

1.10. All-Locations

Membership: This membership is to all operational Lyft branches at the time of registering the membership.

1.11. Men are not allowed to use the women-only branches and vice versa. Men are not allowed to enter the branches with time split operation during the periods allocated for women and vice versa.



1.12. The Declared Price: The price of a service / product per unit before any deduction.

1.13. The Reduced Price: The reduced (Promotional) price of a service / product per unit.

1.14. Bundle Price: The reduced price of the same service / product for more than one unit.

1.15. The Package Price: The reduced price of a group of services / products that are sold together and priced on an individual basis.

2. Introduction:

2.1. Please take your time to read through this document carefully to avoid any misunderstanding. It is important for the provisions of this Agreement to be clear and understood by you; as they shall serve as reference in all cases without exception. Failure by us to enforce any of our right at any time for any period shall NOT be construed as a waiver of those rights.

2.2. Please make sure that you take your receipt and ensure that it

shows the correct amount you have paid, and this document is not valid without the presentation of the receipt.

2.3. You must comply with all the rules, regulations and internal instructional signage, as some areas of the gym have high-risk facilities such as: (swimming pool, steam room / sauna, Jacuzzi), the relevant rules and regulations have to be carefully read, understood and abided by in order to avoid any risk.

2.4. The minimum age limit for membership and usage of all the available center facilities and services is 16 years. However, those below the age of 16 years, can be allowed to use the Gym but according to the controls mentioned.

2.5. There is no personal effects safekeeping system within the branches. In all cases, it remains the user's responsibility to safely keep his / her belongings or effects. The Management or Employees cannot be held

accountable for the loss of such objects.

2.6. If the user wants to change the category of any purchased item; be it membership or service, he/she shall complete the forms relevant to such procedure at his/her branch pursuant to the controls corresponding to each procedure. Otherwise all verbal advice communicated to customer service by a phone call, email or SMS shall not be taken into consideration.

2.7. When refunding any purchased commodity or goods, the original invoice shall be submitted within 15 days as from the purchase date in accordance with the Consumer Protection Law Article (16).

3. Membership:

3.1. Details: The membership details shall be identified as new membership or renewal of membership at the time of registration.

3.2. Type of Membership: The type of membership shall be determined at the time of registration. It may



be for Gym, Group Exercise, Swimming Pool, Fitness Services, Or any combination of the mentioned services.

3.3. Membership Category:

Determines the usage entitlement; at the time of registration.

3.4. Period of Membership:

Determines the period of time or the number of sessions according to the choice at the time of registration.

3.5. Usage Entitlement: As a member, you may use the center facilities only at the scheduled times and at the chosen location as detailed in the membership application form pursuant to the type and category of membership as follows:

3.6. The usage of the "Gym" only excluding all the Group Exercise sessions (aerobics), Group Exercise, Swimming Pool, Personal Training, and any additional current & future services.

3.7. The member may not object to replacing the fitness equipment or to removal for the purposes of

maintenance. Nor can he/she ask for an increase in the number of equipment and/or type & category of such equipment. All these decisions remain the discretion of the management.

3.8. Other than the above mentioned, all the provisions of Membership Agreement shall be applied.

3.9. Corporate Membership: If the membership is granted under a Corporate Agreement with a Company, the agreement signed between the Company and LYFT shall be applied, in addition to the provisions of this agreement.

3.10. Access to Facilities: At every visit to any of our locations, the member should authenticate his/her entry through the control system by using the Log "Facial recognition" and/or in case of unavailability, the name and the membership number of the member shall be registered in the entry register at the reception.

3.11. Towels: Towels will not be provided across all locations. Therefore, it is necessary for each

user to bring his/her own towel at all times.

3.12. Equipment Cleanliness:

For hygiene purposes, the Gyms are equipped with stations of sterilizer "Gym Valet" to enable the user to clean the equipment. It remains the user's responsibility to ensure that the equipment is cleaned before and after use.

4. Working Hours at Fitness Clubs:

Working hours vary from one location to another, and the Management shall issue a detailed schedule distributing times across the clubs. To view the schedule, please refer to the reception or visit the website. This schedule is subject to changes at any time without prior notice.

5. Membership and/or Service Fees:

There are several varieties of the fees specified by the management in accordance with the following criteria:

5.1. All membership and service fees shall be paid in advance and in full. They shall be neither transferable nor refundable.



5.2. In the event the customer wants to pursue any training program, payment shall be made in advance before placing any reservations or utilizing any sessions.

5.3. The Management may change the prices at any time without prior notice. Such changes to the price shall not apply retrospectively. The renewal of membership shall be in accordance with the prevailing price at the time payment is made for renewal.

6. Registration Fee: Is the amount paid at the time of registering all type of New Membership (Gym, Group Exercise Aerobics, Swimming Pool, and Functional Fitness Room. This shall include the period of promotions and/or discounts with the exception of Platinum.

Membership. All registration Fees are non-refundable as follows:

6.1. Registration Fee: RO 20 (Excluding Platinum Membership)

7. Expired Member: Is a member whose membership has reached

the expiry date. If 90 day's has elapsed for the Members since the expiry date of the membership then the Expired Membership shall have to pay the reactivation fee as RO 20.

8. Refunding Policy: The refunding Policy is classified as follows:

8.1. Commodities (Goods): Article 16 of the Consumer Protection Law No. 66/2014, shall be applied. "the text of the Article": "Within fifteen (15) days as from the date of receiving any commodity by him/her – with the exception of the consumer goods vulnerable to quick damage - the consumer may replace or return such commodity and recover its value without any surcharge if that commodity proves to be defective or incompliant with the standard specifications or the purpose for which a contract was concluded, on condition of providing the proof of purchasing it from the supplier and provided that the defect is not attributable to the

consumer's abuse of that commodity."

8.2. Services: The payments made for all types of services shall not be refunded, except in the event of a failure to provide the service and after providing proof of the failure to provide the service. The services are classified into two types:

8.2.1. Membership: Are those services that have a specific period beginning from a specific date and ending on a specific date. Any failure to use this period of time shall not give the user the right to claim the recovery of the unused number of days or months.

8.2.2. Classes and Sessions: They are the number of classes or sessions with specific duration (time) that are consumed within a specific period (date). In the case of non-use within the specified period (expiry date), the user shall not be entitled to claim the number



of the remaining sessions or the recovery of the paid amounts.

9. **Additional Service:** The company shall offer additional services for fitness such as Personal Training, The Functional Fitness Exercise, Martial Arts Aerobics Sessions, Swimming and Slimming and Beauty Services. The paid membership fees shall not give the member or the user the right to use additional services, unless additional payments are paid for those services. These services are neither transferable nor refundable. The regulations relevant to each type of service shall apply separately.
10. **Freezing System:** Allows the freezing of membership for the gym, Group Exercise, and additional services (Personal Training, Functional Fitness Exercise, Swimming, Martial Arts) under the following conditions and against the payment of the amounts shown below by the member who apply for freezing:

10.1. Membership for a period of 6-12 months, shall allow the freezing of membership for 30 days free

10.2. The freezing of membership form shall be filled in at least 3 days before the freezing date, no other type of applications shall be accepted through a telephone call, email or SMS.

10.3. In case the gym membership expires while personal training sessions, swimming training and/or martial arts training are still remaining for the member, the membership of the Gym must be renewed so that the remaining sessions can be used.

10.4. During the freezing period, the member shall not be allowed to use any of the frozen services and the failure to do so shall lead to the cancellation of freezing without refunding the paid amount.

11. Transfer of Membership and services is subject to management

approval and terms and conditions.

12. **The Policy of Appointments and Reservations:** It includes the sold services in the form of sessions or classes of Personal Training, Swimming Training and Martial Arts training as follows:

12.1. A digital file shall be open for each trainee for all the above services.

12.2. All services shall be booked in advance, and the members are to make sure that they arrive five minutes before the start of the session.

12.3. The TRAINER'S watch is the official time keeping unit.

12.4. In case of No Show Up at the scheduled time, the session will be counted as carried out, and the TRAINER may carry out any other task without any obligations towards the member.

12.5. In case the member turns up late to a session, he/she shall be given the remaining time of the session only in accordance with



the previously scheduled timetable.

- 12.6.** In case the member wishes to cancel any session, the concerned branch shall be informed of the same 3 hours in advance. Should the member fail to attend or cancel their session? Then it shall be forfeited & will be deducted from the remaining balance of sessions available.
- 12.7.** In case of No Show Up of any participant in the Group Training session, that session will be considered as forfeit.
- 12.8.** The cancellation of the previously booked sessions for any period of time shall not secure the member an access to the same time and the same trainer, unless guaranteed booking is chosen. Through this type of booking, the sessions shall be charged on the member even in the event of non-attendance for any period of time.
- 12.9.** For the purposes of guaranteed booking, the booking of time and trainer shall be retained for the member. In the

case of late attendance, the same late attendance criteria shall be adopted.

- 12.10.** In the event of inability to secure the same trainer for the guaranteed booking for reasons beyond the control of the management, the decision shall be with the member to change to another trainer or recover the amounts of the remaining sessions.

13. The Gym

- 13.1.** The membership of the Gym shall be for a specified period ending at the date mentioned on the membership form and sale invoice. Any failure to use this period shall not give the user the right to claim the recovery of the number of unused days or months.
- 13.2.** The member shall not be given the right to request increasing the number of equipment at any gym or object to replacing the same.
- 13.3.** The use of the equipment and facilities of the centre is

available on the "first come, first serve" basis. The membership shall not entitle the member to use the equipment and facilities or booking of the place.

- 13.4.** During the busy hours, the users are to observe the time limit allowed for using the Cardiovascular Machines of 20 minutes only.
- 13.5.** The user shall return the equipment and weights to the right place after using them.
- 13.6.** Ensuring the correct usage of the facilities & equipment remains the sole responsibility of the member, the company shall not assume any responsibility for the wrong use of equipment and weights by the member.
- 13.7.** All members are required to clean the Gym equipment before and after use.
- 14. Group Exercise Classes (Aerobics) and Stationary Bikes:**
- 14.1.** These are a variety of sessions for a group of members, which are held within the Aerobics



Studio and/or Spinning Studio only.

- 14.2.** Sessions of Aerobics and Stationary Bikes are sold in a form of new or renewal membership for a defined period of time starting from the date of issuance of the receipt, and any non usage of any number of classes would not allow the member to reclaim the remaining sessions.
- 14.3.** The management issue a pre-scheduled program for Group Exercise sessions for each location. The sessions schedule shall be issued in accordance with the operational policies, and the management reserve the right to change such schedule at any time.
- 14.4.** All members are required to be available for any of the Group Exercise sessions 5 minutes prior to the commencement of the class. Those members who come late shall not be allowed to the session without exception in all cases.

14.5. Non-participants will not be allowed into the Studio during the conduction of the session.

14.6. All the members are required to wear the appropriate sports clothes and use sports shoes when participating.

14.7. In order to have a general harmonious atmosphere of the session for all members, everyone must show mutual respect and correctness towards each other.

14.8. The Management reserve the right to expel any participant from the session in the event of causing nuisance or misconduct towards others.

14.9. It is very important to follow the principles of personal hygiene.

14.10. It is strictly prohibited to accompany children into the Aerobics Studio without exception.

14.11. Group Exercise sessions shall be held regardless of the number of present participants. It is not allowed for any member whom is absent from a session to

claim compensation or recovery of the amount paid against such sessions.

14.12. It is necessary for the member to be aware of his/her personal physical limits. He/she shall remain solely responsible for determining the level of intensity for the work out and its paces, ensuring he/she works within their own personal limits.

14.13. It is the responsibility of the member to determine and adjust the appropriate level of the Spinning Bike and make sure that the levers for adjusting the level are tightened.

15. Swimming Pool

15.1. All users must abide by the detailed regulations for the use of the swimming pool that are placed in the swimming pool area.

15.2. The user shall acknowledge his/her consent to



use of the swimming pool and that he/she is aware that there is no LIFEGUARD. It remains the sole responsibility of the user to measure his/her ability to swim. He/she shall be solely responsible for any mishap caused by their mistake or lack of skill.

15.3. A list detailing timings for the swimming pool is placed on the website.

15.4. The user shall wear the swimming costumes when using the pool.

15.5. The swimming pool user shall take a shower before and after using the pool.

15.6. It is not allowed to use the swimming pool without wearing the appropriate swimming costumes.

16. Steam and Sauna:

16.1. The user is strictly not allowed to use body care substances inside the steam room for any kind of personal body treatment.

16.2. The management shall reserve the right to book the steam room for the purposes of treatment and deny the members access for any period of time.

16.3. The user must pay adherence to and comply with the detailed instructions of usage, which are displayed at the club.

16.4. The use of the steam bath shall be the sole responsibility of the user. The user shall abide by consulting a doctor at his own expense before using the steam bath. The management will not assume any responsibility for any mishap that may be sustained by the user due to the use of the steam bath.

17. Personal Training

17.1. It is known as personal training for an individual that is held in the Gym.

17.2. In the event of a desire to take the Personal Training, the member must have a valid membership to use the Gym at Lyft Fitness. In addition, it is necessary to make sure that the remaining sessions are used during the membership validity period.

17.3. The member must use all personal training sessions during a maximum period depending on the number of sessions purchased, or otherwise his right to use such sessions shall lapse.

17.4. A special file shall be opened for the Personal Training. The member shall be entitled to request the file within seven working days before the end of the personal training membership, by submitting a written formal request to Customer Service.

17.5. The Personal Training session duration is dependent on the package purchased.

18. "The Functional Fitness" Workout.



- 18.1.** “The Functional Fitness Room” Workout is a functional and dynamic, high-intensity training program. Sessions are held in a special room called either for a group of members or for Personal Training purposes.
- 18.2.** It remains the member's personal responsibility to ensure that he/she is in a good health and able condition before starting the program.
- 18.3.** The Minimum age for users shall be 16 years and above.
- 18.4.** In the event of a desire to take part in functional fitness sessions, the member must have a valid membership to use the Gym at Lyft Fitness.
- 18.5.** Validity of Workout: All “The Functional Fitness” Exercise sessions must be used during the period specified for the Gym membership, and shall end depending on whichever comes first.
- 18.6.** “The Functional Fitness” sessions shall be held by Lyft Fitness trainers and Lyft Fitness

shall reserve its right to replace these trainers without prior notice.

- 18.7.** You cannot use “Functional Fitness Room” except in accordance with the instructions of Lyft Fitness trainers.
- 18.8.** The Management shall reserve the right to change schedules of “Functional Fitness” sessions, and shall notify the members in advance accordingly.

19. Swimming Training

- 19.1.** In the event of a desire to take the Swimming Training sessions, the member must have a valid membership to use the Gym. In addition, it is necessary to make sure that the remaining sessions are used during the membership validity period.
- 19.2.** The swimming pool will not be allocated for the trainees only; because other members shall be able to use the swimming

pool while the session is underway, except in the case the swimming pool is fully booked.

- 19.3.** The swimming training session duration is dependent on the package purchased.

20. Locker Usage

- 20.1.** The usage of the locker is for clothes and foot wear only. Lockers must not be used to keep/store any valuable belongings. Under no circumstances should the lockers be considered as a security deposit facility.
- 20.2.** Each member shall use one locker only on a temporary basis for the period in which the user is at the centre. It is not allowed to leave any effects after you finish; because the locker shall be automatically opened according to pre-programmed setting after the aforementioned specified time expires.
- 20.3.** For lockers that are equipped with an electronic



locking system (Digi Lock), each user shall use his personal Pin Code to close the locker. In case a user forgets his pin code, special procedures shall be applied to open the locker.

20.4. All lockers shall be opened in accordance with the schedule set below. Whatever is found inside them, neither the management nor any employee shall incur any responsibility whatsoever:

20.4.1. All Lockers shall be opened at the opening and closing time of the facility at all branches.

20.4.2. The Management or employees shall not assume any responsibility for missing/lost or damaged personal belongings; be they valuable or not which are left inside or outside the lockers.

21. Risk Warning

21.1. It is your sole responsibility to ensure that you correctly operate or use any facilities and/or equipment

provided by Lyft Fitness including the adjustment of levels or settings on the equipment. If you are in any doubt as to how to correctly operate any equipment you should consult a member of staff before use.

21.2. The member shall solely assume the responsibility for any accidental fractures/ bruises/ injuries that may occur as a result of slipping on wet floors, or banging against weights or machines.

21.3. The member shall not use steroids inside all our facilities, otherwise his membership shall be subject to cancellation.

22. Your Health Condition: You promise and represent on the date of the enrolment, and repeat such warranty and representation each time you use our facilities, that you are in good physical condition and that you know of no medical or other reason why you are not capable of engaging in active or passive exercise and that

such exercise would not be detrimental to your health, safety, comfort or physical condition. Lyft Fitness staff and any associated contractors are not medically trained and are therefore not qualified to assess whether you are in a good physical condition and/or that you can engage in active or passive exercise without detriment to your health, safety, comfort or physical condition. We strongly advise you to take expert advice prior to commencing any exercise program if you are in any doubt about your ability to engage in active or passive exercise. You shall also not use any of our facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, no matter how small, to other members and guests.

23. Prohibitions and Taboos



- 23.1.** Pets are not allowed on the premises.
- 23.2.** Smoking is strictly prohibited inside our premises.
- 23.3.** It is strictly prohibited to trade and consume Steroids or any other kind of Hormones inside the facility of Lyft Fitness. The Management, trainers or any of the Lyft employees shall not assume any responsibility, while the user shall be legally held accountable therefore. If any user turns out to be involved in such activities, his/her membership shall be cancelled immediately.
- 23.4.** The member shall not use personal audio devices (recorder/ radio) without headphones inside all facilities of the centre.
- 23.5.** The member shall not bring or eat food at any and all the facilities of the centre, with exception of the coffee lounge.
- 23.6.** The member shall not change clothes, except in the designated areas.
- 23.7.** The member shall not use any of the facilities in the event

he/she is drunk, intoxicated or when taking medications and medicines. He/she shall not take drugs and medicines, nor shall he/she bring alcohol into the facility for storage or consumption, failing this he/she shall be prevented from entering the facility.

- 23.8.** The member shall not be involved in any commercial and/or promotional activities whether oral or through publications in any & all the facilities of the centre.
- 23.9.** The member shall not enter the reception area while wearing a swimming suit or dressed inappropriately.
- 23.10.** The member shall not change the general state of air-conditioning system/ sound system and/or satellite channels; the controlling of these systems shall remain the sole responsibility of the facility supervisor.
- 23.11.** The member shall not use any of the centre facilities if he is infected or potentially infected with any infectious diseases.

24. Dress Code

- 24.1.** The Gym, Group Exercise, The Functional Fitness, Martial Arts: All users shall wear appropriate sportswear, clothing and footwear that is appropriate and modest.
 - 24.2.** Swimming Pool, Sauna, Steam Room: You must wear the swimming suit to use any of these facilities.
 - 24.3.** General Areas: You shall abide by wearing appropriate and modest clothing. Nudity is not allowed inside changing rooms.
 - 24.4.** The member shall wear footwear and sportswear while using Lyft Fitness facilities, and he/she shall be suspended from using the facilities in the event of breaching this clause.
- 25. Mobile Phones:** The member shall refrain from using the mobile phone equipped with camera for audio and video recording within Lyft Fitness facilities and group training rooms. In case it is found



that audio or video recording has been shot by him/her, the membership shall be cancelled.

26. **Photography:** Photography is strictly prohibited by all visual media and mobile phones equipped with camera at all branches of Lyft Fitness without the written permission of the Company's Management, failing this the Management shall terminate the membership.
27. **Personal Training.** The personal training by one member to another is prohibited under any and all circumstances; whether paid or unpaid, failing which the membership of both scribes shall be cancelled. Personal training is defined as a person supervising the training of another person and/or other people whom does not train with him/her or them.
28. **Liability for Damage.** The user shall assume the full responsibility for

any damage occurring to the equipment and/or fittings at our facilities as a result of a wilful act or negligence.

29. **Body Odours.** The user shall ensure personal cleanliness, the lack of which may result in unwanted odours that cause disturbance to others. If this unacceptable situation persists, a warning letter shall be served on such member warning him/her that their membership shall be cancelled if such a situation persists.

30. Children.

- 30.1.** In order for us to be able to help children suffering from obesity (overweight). A child may be admitted to the Gym only, provided that the Company and any employee shall not be held accountable by signing an undertaking "Disclaimer" by the child's parent/guardian. Indicating their no objection and assuming

all responsibility in the event of mishap and abiding by the additional conditions mentioned in the release "Disclaimer" form. In addition to the terms and conditions contained herein.

31. Management Rights

- 31.1.** In the case of a refusal to use the facial recognition system at the facility, the Management shall reserve the right to prevent the member from entering the fitness club or facilities.
- 31.2.** In the event of a breach of the terms of this agreement by the member, the Management shall have the right to suspend the user from using the facilities or totally cancel the membership under this Agreement without refunding the amount paid.
- 31.3.** The management reserves the right to close the Fitness Centre. An advance notice will be displayed on the notice board, should this be possible.



31.4. The use of membership by any person other than the member will result in cancellation of the membership.

31.5. The Management reserves the right to change the rules and regulations governing the use of the facilities and services at its own discretion without prior notice.

31.6. The Management reserves the right to prevent anyone from entering any branch of Lyft Fitness including the members, and it reserves the right to cancel the membership in the event of misconduct towards workers and other members or due to intentional damage and misuse of equipment and fittings.

31.7. The Management, without prior notice, reserves the right to authorize/ convert or refer to representation of a person or a third party to manage this Agreement, and all the provisions shall remain binding.

31.8. The Management reserves the right to replace the equipment

at any time, or remove it from the facility for the purpose of maintenance works.

31.9. The user shall relieve the management, trainers, any employee of Lyft Fitness or a third party (contractor) from the responsibility for any damages or accidents sustained by the user due to his adoption of any training programs or taking any medications for weight loss or nutritional supplements.

31.10. The user shall clear the management, trainers or any employee of Lyft Fitness or a third party (contractor) of the responsibility for any damages or accidents sustained by the user. Due to the usage of all the facilities within the centre including the swimming pool, or in the event of falling when using treadmills, or upon their sudden stoppage due to malfunction, or any other electrical or equipment or as a result of the fall of the weights.

31.11. The user shall relieve the Management of the responsibility for any personal injury or damage to property within or outside the centre facilities as a result of natural or non-natural disasters.

31.12. The Management reserves the right to remove and dispose of any belongings left outside the lockers, without any responsibility.

31.13. The user shall be responsible for all his property and the Management refuses to accept complaints for loss of personal belongings that shall remain the responsibility of the user.

31.14. The user shall assume the full responsibility for his health and psychological status when conducting physical fitness examination without any responsibility on the part of Management and trainer.

31.15. The Management or employees shall not assume any responsibility for the loss/ damage/ missing or theft of any personal valuable or invaluable



property left inside or outside the lockers.

31.16. The user may not leave any personal belongings at the reception under any circumstances. The Management or staff shall not assume any responsibility for the loss of vehicle keys that are left at the reception.

31.17. The Management or employees shall not assume any responsibility for the loss of/ or damage to, the members vehicles and their contents while they are parked in the facilities parking area.

31.18. The membership number shall be issued by the Management and shall be the property of the Company. The Management shall have the right to give any membership number without referring to the member or giving reasons.

31.19. In the event of any dispute arising out of or relevant to this Agreement or the rights granted to the members under the terms

and conditions of this Agreement.

It shall be settled amicably between the Management and the party concerned. In case the amicable solution fails, the dispute shall be referred to the court.

31.20. He/she undertakes, in his/her capacity as a member, at all times to comply with all terms and conditions of this Agreement. The method of training and the confidentiality of any type of information disclosed to him by the management or employees of Lyft Fitness Company. And agrees not to disclose it to any third parties except in the circumstances required by the law.

31.21. In case any provision of this Agreement becomes null and void or unenforceable by reason of any provision of the applicable law, it shall be deleted, while the remaining provisions of the law remain in full enforcement. If necessary, such provision shall be amended as required to maintain

the validity of this Agreement as much as possible.

31.22. Any waiver of a provision shall not be considered as a waiver of any other provision in this document, and the failure of the management at any time/times to request the performance of any provision shall not affect in any way its right to enforce such provisions at a later time.

31.23. This Agreement is drafted in Arabic along with English translation, and in case there is any conflict between the two texts, the Arabic text shall be considered in interpreting the provisions of this Agreement.

32. Pledges of Discharge

32.1. I, the undersigned, hereby pledge that I have read and understood all the contents of the usage agreement in regards to all facilities, its rules and regulations, and that I shall be personally liable for any failure or non-compliance



with the provisions of this agreement.

32.2. I hereby pledge not to hold the management and trainers, nor any employee of Lyft Fitness or of a third party (contracting party) liable for any damages or accidents sustained by me as a result of pursuing any training programs or taking any medications for weight loss or nutritional supplements.

32.3. I hereby pledge not to hold the management and trainers, nor any employee of Lyft Fitness or of a third party (contracting party) liable for any damages or accidents sustained by me as a result of using all the facilities of the centre including the swimming pool. Nor in the event of falling as a result of an electric short circuit when using treadmill equipment or when such equipment suddenly stops working as result of malfunction, or any other electrical equipment or as a result of the fall of weights.

32.4. I hereby pledge not to hold the management or staff liable for lost/ damaged or missing of any valuables or non-valuables and personal property that is left inside or outside the lockers.

32.5. I hereby pledge not to abuse or circulate any steroid inside all the facilities within the centre.

32.6. I hereby pledge not to bring the following while using all the facilities of the centre:

- a. Mobile phone.
- b. Valuables such as watches, jewellery etc.
- c. Wallets.

33. Complaints and Suggestions. The Management welcomes all complaints and suggestions and we'll exert enough effort to respond to your inquiries. In order for us to be able to serve you in a quick and practical way, any issue shall be discussed with the gym manager in the first place. In case you are not satisfied with our reply, we ask you to fill in the

suggestions and complaints form, or contact us on phone No 7144 9299 (General Management). If no action is taken as regards to the complaint, please send an e-mail to info@lyftoman.com

34. If you do not understand any provision of this Agreement, please inquire for clarification from the general manager on phone No 7144 9299 or email us on: info@lyftoman.com.

Name: _____

Signature: _____

Invoice Number: _____

Membership Number: _____