

GOLD’S GYM

Membership Agreement

This Agreement covers the purchase of a membership at the Gold’s Gym location above.

DISTRICT OF COLUMBIA
Store No. 1606
1075 19th St NW Washington DC, DC 20036
20036
202-659-1900
GBG, Inc.

Date: 08/20/2015

Member Name: Sam Barrientos

Billing Address: 1213 I ST NE Apt. #:

City: Washington

State: DC Zip code: 20002

Home Phone: (703) 424-0853

Work Phone:

E-mail: stbarrientos@gmail.com

Member #:

DL or ID #: State:

Birth date: 09/19/1994 Sex: Male

Source:

Emergency Contact Name: Petra Barrientos

Emergency Contact No.: (703) 424-6715

Employer:

Group:

Gold’s Gym may use my email address to communicate with me about upcoming events, special Gold’s Gym member offers, and other information.
Gold’s Gym and its marketing partners may use my email address and other personal information to communicate with me about upcoming events, special Gold’s Gym member offers, and other information.

Membership Plan: Stnd - MTM - DC

Membership Type/Gym Access: OPE

Membership Starts: 08/20/2015

Bi-Weekly Dues Start: 08/21/2015

Initial Bi -Weekly Dues: \$19.03 (excluding tax)

Initial Term Ends:

Name/Item	Total Cost	Payment Schedule	Rec. Dues
Sam Barrientos			
Retail Enrollment Fee	\$99.99	1 Paid in Full	\$0.00
Retail General Facility Dues		1 Paid in Full	\$17.99
Retail Last Month Dues	\$35.98	1 Paid in Full	\$0.00
Discount:	\$0.00		\$17.99
Proration:	\$0.00		
SubTotal:			
Total Discount:			
Total Proration:			
Subtotal:	\$135.97	\$17.99	
Sales Tax:	\$7.82		\$0.00
Total:	\$143.79		\$19.03

Notice of dues renewal: If you are being billed bi-weekly, this Membership Agreement (the “Agreement”) will renew automatically on a four week basis at the end of the initial term referred to above, with bi-weekly dues to be paid in the amount equal to the dues in effect at that date. If you are on a paid-in-full membership, your renewal date to continue your membership is the date the initial term ends. Gold’s Gym reserves the right to change the amount of dues (bi-weekly and paid-in-full) and charges payable hereunder after the end of the initial term referred to above at its discretion.

NOTICE TO THE BUYER:

You have the right to cancel this contract during the first fifteen days after the contract is made, or after the first fifteen days, if, due to death, illness, injury, or a change in residence, you are unable to use the full membership privileges in this contract. If you cancel, you will have to pay only for the gods or services you are entitled to up through the month in which you cancel, plus a registration fee of 5% of the price of this contract (not counting any finance charge), not to exceed \$25. You must notify the health spa, by certified mail to Gold’s Gym, 125 E. John Carpenter Freeway, Suite 1300, Irving, TX 75062, of your intention to cancel, or your cancellation will not be effective. If your cancellation is due to illness or injury, a certificate from a doctor of your choice must accompany your notice of cancellation to the health spa. Contact the District of Columbia Office of Consumer Affairs if you have a question as to how to calculate your obligation or your refund after you cancel.

Guaranty: Any guarantor or account holder who signs below (“Guarantor”) guarantees the full payment of all amounts owed to Gold’s Gym under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold’s Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor.

Guarantor’s Name: Sam Barrientos

Guarantor’s Signature X Sam Barrientos

DATE: 08/20/2015

Guarantor’s Address: 1213 I ST NE Washington, DC 20002

NAME OF ACCOUNT HOLDER: Sam Barrientos (Proof of ID Required)

Form of Payment: VISA

Bank Account Type: (NOTE: For Checking Account Authorization, Attach A Voided Check)

Bank Name: Routing #: Acct. #: xxxxx6758 Exp. Date: 11/2017

- GOLD’S GYM QUICK PASS PROGRAM CREDIT CARD “ON-FILE” AUTHORIZATION: Gold’s Gym is authorized to maintain credit card payment information in its confidential files as a payment method for products and services available at Gold’s Gym health clubs. I agree to pay and specifically authorize Gold’s Gym to charge my credit card described above for all transactions in which I or any member that I have authorized to do so use my credit card as the payment method for products and services purchased at a Gold’s Gym health club until such time as my written request to revoke or terminate such authorization has been processed by Gold’s Gym. Gold’s Gym may terminate or restrict use of my credit card. My authorization and credit card information may only be changed in writing by me as the cardholder.

I wish to make my payments to Gold’s Gym through its Pre-Authorized Payment Program. I hereby authorize my bank or credit card company to make my payment for bi-weekly dues, any unpaid past dues, and any other fees, taxes or charges from the account I used to pay for the Total Due Today or from the account shown above. I agree to pay a fee of \$25.00, and when applicable, a late charge as well as any other charges allowed by law for any EFT or credit card charge not honored by my bank or credit card company. I understand and agree that it is my obligation to review my bank and credit card statements monthly to verify appropriate amounts have been drafted. In the event that my account has been incorrectly drafted, I agree that I will notify Gold’s Gym immediately. I understand that after ninety (90) days, it will be deemed that I have reviewed my bank or credit statement and have waived my right to receive a credit card, bank account, or other account adjustment, including late fees or other charges. I understand that Gold’s Gym may, upon written notice, change the date that my bi-weekly dues are debited from my account. I agree that if I change the payment method, I will provide new account information (either a voided check or credit card voucher) at least thirty days prior to the next billing date.

SIGNATURE OF ACCCOUNT HOLDER XSam Barrientos

Date : 08/20/2015

GENERAL: Member has joined the Gold's Gym location designated at the top of this Agreement. Gold's Gym may allow Member to use other Gold's Gym facilities at its sole discretion. Gold's Gym reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Gold's Gym and may be changed at any time in its sole discretion. Gold's Gym is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Gold's Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Gold's Gym and its subsidiaries. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Gold's Gym's equipment and facilities and participation in programs and services (the "**Rules and Regulations**"). Member acknowledges Member will adhere to the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Gold's Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Gold's Gym may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Gold's Gym's facilities, unless such a document is first submitted and approved by the management of Gold's Gym.

LIABILITY FOR PERSONAL PROPERTY: Gold's Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold's Gym's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Gold's Gym for any damage to Gold's Gym's facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guests or invitees.

PAYMENT DEFAULT: If Member fails to pay any amount when due under this Agreement, Gold's Gym shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Gold's Gym that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount to Gold's Gym when due, Member shall pay all costs and expenses of collection incurred by Gold's Gym, including reasonable attorney's fees and expenses.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Gold's Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Gold's Gym's facilities. Member acknowledges that Gold's Gym has not given Member any medical advice before Member joined Gold's Gym and cannot give Member any such advice after Member joins Gold's Gym, whether related to Member's physical condition and ability to use the facilities and services of Gold's Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional prior to and while using Gold's Gym's facilities.

MISCELLANEOUS: (i) This Agreement shall be governed by the internal laws of the District of Columbia without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Gold's Gym. Consent may be withheld in Gold's Gym's absolute discretion, and (iv) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable. Member should attempt to resolve with the health spa any complaint the Member has with the health spa. Health spas in the District of Columbia are regulated pursuant to the provisions of the District of Columbia Health Club Consumer Protection Codes.

CANCELLATION: Unless otherwise specified in this Agreement, Member may cancel this Agreement after the initial term has ended (and thereby cancel the continued billing of bi-weekly dues through EFT/CC) by providing at least (30) days written notice of member's request. If the notice is postmarked less than (30) days prior to Member's next billing date, one more billing will occur. In either case the last month's prepaid dues will extend the membership expiration by an additional twenty eight days, which will enable Member to use Gold's Gym during that time. Member may either complete and sign a cancellation questionnaire at Gold's Gym or send written notice to: ATTN: Customer Care, Gold's Gym International, Inc. 125 E. John Carpenter Freeway, Suite 1300, Irving, TX 75062. Such notice shall be accompanied by a copy of any membership cards or other documents or evidence of membership previously delivered to Member. Member's account must be current and in good standing before Gold's Gym will process any such request to cancel. Certified mail, return receipt requested, is recommended.

NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Unless otherwise specified in the Notice to the Buyer, this Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Gold's Gym.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make any changes to this Agreement or to make any independent agreement with any member. Member likewise cannot make alterations or changes to this Membership Agreement.

WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF GOLD'S GYM'S FACILITIES, EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING PERSONAL TRAINING) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER'S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES AND TANNING BOOTHS OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, RUNNING TRACKS, SWIMMING POOLS, HOT TUBS, COURTS OR OTHER AREAS OF ANY GOLD'S GYM, (III) **INJURIES ARISING FROM GOLD'S GYM'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT;** (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT ANY GOLD'S GYM, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN ANY GOLD'S GYM FACILITIES, INCLUDING LOCKER ROOMS, STEAM ROOM, WHIRLPOOLS, HOT TUBS, SPAS, SAUNAS, SHOWERS AND DRESSING ROOMS. MEMBER ALSO WAIVES ALL CLAIMS AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER ANY OF THE STATE'S CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER'S MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION: Member acknowledges that (i) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) Gold's Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Gold's Gym nor any of its parents, subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify Gold's Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "**Indemnified Party**") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified party as and when incurred for any losses which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

Do not sign this Agreement until you have read both sides. The terms on each side of this form are a part of this Agreement. Member is entitled to a completely filled-in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) This Agreement will become legally binding upon its acceptance by Gold's Gym, and (B) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the Member and Gold's Gym with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

X Sam Barrientos	DATE: 08/20/2015		DATE:
MEMBER SIGNATURE		EMPLOYEE NAME	
			DATE:
		EMPLOYEE NAME	

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("**Legal Guardian**") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.
Legal Guardian's Name: Legal Guardian's Signature **X** DATE:
Legal Guardian's Address: