

# STORM WELLNESS CLUB MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into between Storm Fitness LLC, a Michigan limited liability company, doing business as Storm Wellness Club ("Storm Wellness Club," "Club," "we," "us," or "our"), and the undersigned individual ("Member," "you," or "your"). This Agreement governs membership, access to, and participation in all fitness, spa, wellness, recovery, childcare, and medical aesthetic services offered by the Club.

## 1. Membership Eligibility and Access

Membership is granted only upon completion and approval of the Club's application process. Access to facilities, services, studios, recovery areas, spa services, childcare services, and medical aesthetic offerings may be restricted based on membership tier, scheduling availability, safety considerations, capacity limits, or regulatory requirements.

## 2. Membership Types; Benefits and Inclusions

Storm Wellness Club offers various membership categories, including but not limited to Standard Membership, Platinum Membership, and Founding Membership. Each membership type carries specific privileges, pricing, benefits, and limitations. Member acknowledges and agrees that membership benefits and inclusions are those expressly presented and disclosed by the Club at the time of purchase and enrollment. Member further acknowledges and agrees that not all membership tiers include access to classes, and that benefits, access, and inclusions vary by tier and are subject to change as disclosed at the time of purchase.

## 3. Scope of Services Covered

This Agreement applies to all Club services including, but not limited to: fitness training, group classes (if included in Member's tier), Pilates, cycling, spa treatments, bodywork, facials, body wraps, wellness therapies, recovery modalities, red light therapy, sauna and cold plunge use, childcare services, and any medical aesthetic or device-based services offered directly or through independent providers operating within the Club.

## 4. Term and Auto-Renewal

Memberships are issued for an initial annual term. Upon expiration of the initial term, membership shall automatically renew for successive annual terms unless Member provides written notice of cancellation in accordance with Club policies prior to the renewal date.

## 5. Dues, Fees, Annual Club Fee, and Payments

Membership dues, fees, add-ons, childcare fees, freeze fees, and any additional charges are due as agreed at enrollment. In addition, Member agrees to pay an annual club fee of three hundred dollars (\$300.00) (the "Annual Club Fee"). The Annual Club Fee is non-refundable. All payments

are non-refundable except where required by law. Failure to maintain current payment status may result in suspension or termination of membership.

#### 6. Freeze Policy

Members may request one (1) membership freeze per calendar year. Freeze requests are subject to Club approval and must be submitted to [admin@stormwellnessclub.com](mailto:admin@stormwellnessclub.com). Freeze fees are twenty-five dollars (\$25) per month, with a maximum freeze duration of two (2) months. Freeze fees are non-refundable. Medical freeze requests outside these parameters are reviewed on a case-by-case basis and require valid medical documentation.

#### 7. Childcare Services

Participation in Kids Care or childcare services is voluntary and subject to separate policies, waivers, and parental consent forms. Member assumes all responsibility and risk associated with the participation of any minor. The Club does not provide medical care or medication administration.

#### 8. Assumption of Risk

Member understands that participation in fitness, wellness, spa, childcare, recovery, and medical aesthetic services involves inherent risks, including injury, illness, allergic reaction, or death. Member voluntarily assumes all risks for themselves and any guests or minors.

#### 9. Waiver and Release of Liability; Covenant Not to Sue

To the fullest extent permitted by law, Member releases, waives, and discharges Storm Fitness LLC d/b/a Storm Wellness Club, and its owners, officers, employees, contractors, affiliates, independent service providers, and landlords, from any and all claims, demands, causes of action, damages, losses, and liabilities of any kind arising from or related to Member's (or any guest's or minor's) use of the Club, attendance at the Club, or participation in any Club service, including claims for personal injury, illness, allergic reaction, property damage, or wrongful death, whether caused by negligence or otherwise. Member expressly covenants and agrees not to sue or bring any claim against the Released Parties for any such matter.

#### 10. Medical Disclaimer

Member acknowledges that the Club does not provide medical diagnosis or treatment. Any medical aesthetic services or therapies are not a substitute for medical care. Member is responsible for consulting with a licensed healthcare provider.

#### 11. Medical Aesthetic and Device-Based Services

Medical aesthetic and device-based services may involve additional risks. Member acknowledges and accepts these risks and agrees that such services may be provided by independent licensed professionals.

12. Conduct and Compliance

Member agrees to comply with all Club rules, policies, staff instructions, and posted notices. The Club reserves the right to suspend or terminate membership for violations, misconduct, or safety concerns.

13. Personal Property

The Club is not responsible for loss, theft, or damage to personal property.

14. Privacy Policy; Terms and Conditions

Member acknowledges and agrees that by entering into this Agreement and using the Club's services, Member is also agreeing to be bound by the Club's website Privacy Policy and Terms and Conditions, each as made available at [stormwellnessclub.com](http://stormwellnessclub.com), as the same may be updated from time to time.

15. Governing Law and Venue

This Agreement shall be governed by Michigan law. Venue shall lie exclusively in Wayne County, Michigan.

16. No Arbitration

Disputes shall be resolved in court. Arbitration is expressly waived.

17. Severability

If any provision is held unenforceable, the remaining provisions shall remain in effect.

18. Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior agreements.

19. Amendments

The Club may amend this Agreement upon notice.

ACKNOWLEDGMENT AND SIGNATURE

By signing below, Member acknowledges that they have read, understood, and agree to be bound by this Agreement.

Member Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

