



Membership Agreement MS1-483140

Personal Details :

Membership Number: 018920584
Name : GANGULY SUMIT
Mailing Address : ROOM 23A 6/F YICK FAT BUILDING 1048 KING'S ROAD
QUARRY BAY HK

Date of Birth * : 10 / 1985
Identity Card / Passport No : M4055654
Gender : Male
Mobile Phone No : 53774306
Home Phone No : 53774306
E-mail Address :

* collected on a voluntary basis

Joining Fee : 0.00
Processing Fee : 199.00
First 1 and Final 1 Month(s) Dues: 666.00
Total Due Now: 865.00
Deposit Received: 865.00
Balance Due: 0.00
Balance Due Date: N/A

Membership Details :

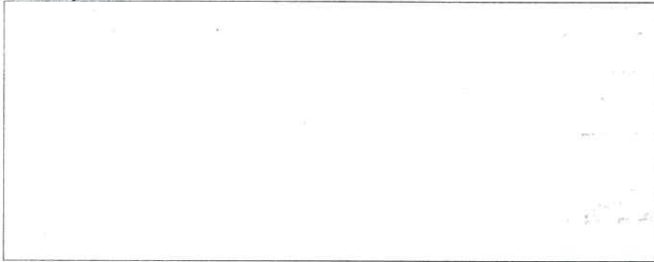
Prepaid or Monthly Dues : Monthly Dues
Membership Kind : Single
Membership Type : SILVER
Club Access : Quarry Bay Club - One Country One Club M/W/F/Su All Hrs All Facility
Corporate Account No : N/A
Corporate Name : N/A
California Fitness Representative : Ringo CHU

Monthly Dues : 333.00
First Autopay Date: 15/07/16
Pro Rated From : 09/07/16..15/07/16
Pro-Rata Amount : 75.19

Start Date : 09/06/16
End of Commitment Date : 08/12/17

Total Commitment Months : 18 Months
Monthly Administrative Charge : 50.00

CC Imprint



Autopay Authorization

Account Type : Credit Card Account Number : 4524426648858716
Cardholder's Name : GANGULY SUMIT Expiry Date : 30/06/20

I hereby authorize J.V. Fitness Ltd (trading as California Fitness) to debit the above monthly dues against my credit/debit card above. In the event my credit/debit card has expired upon billing, the charges will be automatically transferred to the renewed card provided the credit/debit card number remains the same. I agree to inform California Fitness of any change to a new credit/debit card or my Autopay authorization.

Signed :

Date : 09/06/16

☐ **Parent/Guardian:** On behalf of the undersigned minor, I acknowledge and consent to be bound by the relevant terms and conditions of this Agreement and assume any obligations that the undersigned minor does not fulfill for any reason.

☐ **Cosigner :** I acknowledge and consent to be bound by the relevant terms and conditions of this Agreement and assume any obligations that the undersigned member does not fulfill for any reason.

As the parent / guardian or cosigner, I understand that my obligations under this Agreement would end only when the membership of the undersigned member terminates or expires in accordance with the terms of this Agreement, although I will remain liable for any obligations incurred before the date of such termination or expiry. In addition, I hereby consent to have all fees and/or dues of the undersigned member deducted from my credit/debit card or account by Autopay as they may become due and payable.

Signed :

Name :
Relationship :
Identity Card / Passport No. :

Date : 09/06/16
Home Phone No. :
Mailing Address :

E-mail Address :
Mobile Phone No. :

- By signing this Membership Agreement (hereinafter referred to as the "Agreement"), you (hereinafter referred to as "you" or the "Member") understand that you have accepted and entered into this Agreement with J.V. Fitness Ltd. (trading as California Fitness) (hereinafter referred to as "California Fitness") and have read, understood and agreed to all the terms hereof. All rights and obligations will be in force from the date of signature. You also understand that you have purchased the type of membership with the minimum term that is set forth in "Membership Details" above. If you do not have the capacity to enter into this Agreement (i.e., you are under the age of 18), then this Agreement must also be entered into by your parent or statutory representative on your behalf, and such parent or statutory representative hereby agrees that he/she has the capacity to enter into this Agreement and hereby irrevocably guarantees the performance of your obligations under this Agreement.
- Your membership commences on the Start Date set forth in "Membership Details" above (or where applicable, when your California Fitness club opens in the case of pre-sale). You agree to pay the subscription fees, dues and such other fees specified in "Membership Details" above, including but not limited to late charges, monthly administrative or service charges and other costs and expenses.
- If any amounts will be due on a periodic basis after the date of this Agreement (such as monthly dues), this Agreement authorizes California Fitness to make pre-authorized withdrawals in respect of such periodic payments from your account or credit card without requiring your separate consent or authorization for each withdrawal ("Autopay") until your membership has been terminated in accordance with the "Terms and Conditions of Membership" set forth below (hereinafter referred to as the "Terms and Conditions"). You confirm that you are authorized under the terms of the applicable agreement with your financial institution to use the debit/credit card or account that you have designated for the purchase of goods and services from California Fitness, and understand that any failure by the applicable financial institution to pay any charge in full does not release you from any liability for obligations owing to California Fitness. You hereby authorize a maximum Autopay debit amount equal to up to two months' dues in order to allow California Fitness to make periodic increases and/or collect late charges and other costs as specified herein in accordance with the Terms and Conditions without any additional authorization from you.
- This Agreement includes the Terms and Conditions, the Disclaimer of Liability (hereinafter referred to as the "Disclaimer") and the Membership Rules and Guidelines (hereinafter referred to as the "Rules and Guidelines"), which are incorporated by reference herein. The respective rights and obligations of membership are set forth herein and therein. By signing this Agreement, you acknowledge your understanding and acceptance of your rights and obligations under this Agreement, the Terms and Conditions, the Disclaimer and the Rules and Guidelines and agree to follow them. The Rules and Guidelines are posted and/or are otherwise available at all California Fitness locations. By signing this Agreement, you confirm and agree that you have been given sufficient time to review this Agreement, the Terms and Conditions, the Disclaimer and the Rules and Guidelines, and your rights and obligations hereunder and thereunder, and you confirm that prior to signing this Agreement, you have asked a Fitness Consultant or Member Services Officer of California Fitness any questions or concerns that you may have had, and that you received satisfactory answers.
- By signing this Agreement, you acknowledge that you have received a copy of this Agreement.
- Direct Marketing: California Fitness intends to use your [name, date and month of birth, age range, mailing address, email address and telephone numbers] collected in this Agreement for purposes of marketing its products and services regarding health and fitness to you. California Fitness cannot use your personal data without your consent. By signing this Agreement you are consenting to California Fitness using your personal data for the above direct marketing purposes. However, if you do not wish to receive our direct marketing, please tick the appropriate box below.

☐ By Phone ☐ By SMS ☐ By Email ☐ By Post

Signed :

Member : GANGULY SUMIT

Date : 09/06/16

California Fitness Agent: Ringo CHU

Date : 09/06/16

TERMS AND CONDITIONS OF MEMBERSHIP

1. You have purchased a prepaid membership or monthly dues membership, as noted in the "Membership Details" section above in this Agreement. The following applies to you, depending on which type of membership you have purchased:

• Monthly Dues Membership

A monthly dues membership consists of a joining fee, processing fee and first month(s)' and final month(s)' dues which are paid in full at enrollment before the membership begins. The number of months' dues that must be paid at enrollment is set forth in "Membership Details" above. Subsequent monthly payments are made and must be settled by Auto Pay. California Fitness reserves the right to increase your monthly dues, including any monthly renewal rates set forth in "Renewal Rate" in the "Membership Details" section above, once per calendar year and such increase in your monthly dues shall be valid and effective upon written notice to you, although it will not do so during your minimum commitment period, if any. If the increased monthly dues are not acceptable to you, you may terminate your membership in accordance with the process set out in this section within 30 days of receiving notice of the increase and you will not be subject to the increased monthly dues up to the date of termination. If you have a membership with a minimum commitment period, the "End of Commitment Date" will be indicated in the "Membership Details" section above. Following the completion of such minimum commitment period, or if your monthly dues membership has no minimum commitment period, your membership will automatically continue on a month to month basis until terminated by you by giving California Fitness a duly completed Request to Terminate Form at least five (5) business days prior to the next scheduled Autopay date. You will be given an Acknowledgment of Termination as proof of your request. Thereafter, your membership will terminate the number of month(s) after such Autopay date that is equal to the number of "final month(s)" set forth in the "Membership Details" section above. The Request to Terminate Form is available at any California Fitness location. **If you wish to terminate a monthly dues membership prior to the completion of your minimum commitment period (i.e., before the End of Commitment Date), you must submit a duly completed Request to Terminate Form to California Fitness and settle the outstanding balance for the remaining months.**

• Prepaid Membership

A prepaid membership consists of a joining fee, processing fee and membership fee, and is paid in full before the membership begins. The term of your membership is set forth in "Membership Details" above. You shall have continuous use of the applicable facilities for the duration of the term. At the end of the term, your membership will expire. You may terminate your prepaid membership at any time by giving California Fitness a duly completed Request to Terminate Form, but you will not be entitled to a refund of any of your prepaid fees.

• Renewal Rights

Some memberships have an option to renew at a prescribed renewal rate once the term expires. If you have such a membership, the "Renewal Rate" and "Renewal Due Date" will be indicated in the "Membership Details" section above, and you must renew your membership by entering into a new membership agreement for the renewal period and paying the required renewal payments on or before such Renewal Due Date. The new membership agreement that you enter into in order to renew will be in the applicable standard form of membership agreement that is in effect for California Fitness at the time of such renewal, except that benefits and privileges of your membership relating to renewal rights and club access rights, as specified in your membership agreement at the time of initial purchase, will remain in full effect and will not be affected by the new membership agreement. Any membership with renewal rights which is not renewed by the Renewal Due Date will automatically expire. California Fitness allows a 90-day grace period following the Renewal Due Date during which you may renew an expired membership in accordance with the foregoing. Any renewable membership not renewed within the 90-day grace period shall expire permanently and may no longer be renewed. For the avoidance of doubt, please note that California Fitness is not required or obliged to issue any notices or reminders to you in relation to the renewal of your membership.

If you have an annual renewal rate, then your renewed membership will be deemed to be a prepaid membership, and you will enter into a new agreement for prepaid memberships. Your annual renewal rate is only guaranteed for your initial renewal. After your initial annual renewal, California Fitness reserves the right to increase the annual renewal rate for each subsequent renewal by up to 10% each renewal. Such increase in your annual renewal rate shall be valid and effective upon written notice to you. If the increased annual renewal rate is not acceptable to you, then simply do not make any renewal payment and your membership will automatically expire after the Renewal Due Date. If you have a monthly renewal rate, then your renewed membership will be deemed to be a monthly dues membership without a minimum commitment period, and you will enter into a new agreement for monthly dues memberships. Such monthly dues membership will remain in effect so long as you continue paying your monthly dues by the specified monthly payment date. Your monthly renewal rate is only guaranteed for the initial 12 monthly payments. Thereafter, California Fitness reserves the right to increase your monthly renewal rate once per calendar year by up to 10% each year.

2. You have purchased one of the following types of memberships, as noted in the "Membership Details" section above. For purposes of this Agreement, each of Hong Kong, Taiwan and China is a separate "country". Depending on which type of membership you have purchased, you are entitled to the following benefits during the term of your membership:

• Zenith Memberships

These memberships have access rights for all days and all operating hours at all California Fitness clubs (excluding "Elite" clubs) within the country of purchase and within Asia. Subject to the restrictions described below, these memberships may also be entitled to access to specified non-California Fitness clubs in the USA.

• Platinum Asia Memberships

These memberships have access rights for all days and all operating hours at all California Fitness clubs (excluding "Elite" clubs) within the country of purchase and within Asia.

• Prestige Platinum Memberships

These memberships have access rights for all days and all operating hours at all California Fitness clubs (excluding "Elite" clubs) within the country of purchase only.

• Platinum-level Memberships

These memberships have access rights for all days and all operating hours at all California Fitness clubs (excluding "Elite" and "Prestige" clubs) within the country of purchase only.

• Prestige One Memberships

These memberships have access rights for all days and all operating hours for only the California Fitness "Prestige" club specified in the "Membership Details" section above.

• Gold-level Memberships

These memberships have access rights for all days and all operating hours for only the California Fitness club (excluding "Elite" and "Prestige" clubs) specified in the "Membership Details" section above.

• Silver-level Memberships

These memberships have access rights for only the California Fitness club (excluding "Elite" clubs) specified in the "Membership Details" section above and are subject to access restrictions based on time or days, as specified in the "Membership Details" section above.

• Yoga Add-On

The above memberships with a "yoga add-on" feature have access rights to designated yoga studios inside the applicable California Fitness club(s).

For Zenith and Platinum Asia memberships only: members' use of California Fitness clubs outside of your country of purchase and any applicable non-California Fitness clubs is subject to (i) the reciprocal arrangements that California Fitness has with such non-California Fitness clubs, if any, which are subject to termination or change from time to time and without notice, and (ii) the respective local rules and restrictions of California Fitness outside of your country of purchase and such non-California Fitness clubs, if any, which may vary from time to time and without notice to California Fitness. By your use of the aforesaid clubs, you accept and agree to abide by their respective local rules and restrictions. California Fitness disclaims any responsibility or liability for such rules and restrictions or any changes thereto. You should check with your California Fitness club before traveling to ensure that you will have access to any particular non-California Fitness club and to review the rules and restrictions of that club.

For types of memberships not listed above: If you are signing this Agreement to renew a type of membership that California Fitness no longer offers and therefore is not listed above, such as an Infinity or Diamond membership, **the benefits and privileges of your membership relating to renewal rights and club access rights, as specified in your membership agreement at the time of initial purchase, remain in full effect and are unchanged.** All other terms and conditions of this Agreement will apply and be in effect from the date hereof.

3. Your membership can be upgraded for increased benefits by payment of an upgrade fee. All payments made on a membership before an upgrade will be utilized upon upgrade and may not be applied against any future obligations that you may incur after the upgrade date.

4. Fees may vary for members depending upon the type of membership, country of purchase and/or time of purchase. Your fees or dues rate is as specified in this Agreement. Unless otherwise specified, all fees and dues are exclusive of any service tax, goods and services tax, value added tax or other tax that may become applicable.

5. California Fitness immediately earns the joining and processing fees, subscription and prepaid fees and, if you have purchased a monthly dues membership, the first month(s)' and final month(s)' dues, when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. The number of first month(s)' and final month(s)' fees paid when you purchased your membership is noted in the "Membership Details" section above. These fees, and any subsequent monthly dues once they have been paid by you, shall be final and are not transferable or refundable. If you have purchased a monthly dues membership, then whether or not you use the facilities, you must still pay your dues.

6. All monthly or periodic fees and dues will be charged and will be immediately payable in advance of the month to which the payments relate, without set-off or deduction whatsoever (legal or equitable or otherwise). If you fail to pay your fees or dues on the due date, California Fitness reserves the right to refuse you entry into any and all California Fitness facilities until such outstanding payment is received. California Fitness reserves the right to take appropriate legal actions to recover any outstanding payments. In such event, you agree to indemnify California Fitness for any costs and expenses incurred by or associated with such legal actions, including but not limited to legal fees on an indemnity basis, and you shall remain liable for all fees and/or dues during such periods.

7. Autopay payments in respect of monthly payments will be made on either the fifteenth calendar day or the last business day of each month, at the sole discretion of California Fitness. A pro-rata charge will be added to your first Autopay payment based on the number of days between one month after your date of joining California Fitness and the date of your first Autopay payment. You may not cancel your Autopay authorization until the full minimum commitment period has been completed unless the outstanding balance for the remaining months has been paid in full. In the event that any fees, dues or other charges must be charged through manual billing due to the absence, cancellation or expiration of a valid Autopay authorization for any reason, you agree to pay the additional monthly administrative or service charge specified in the "Membership Details" section above.

8. This Clause applies only if the "Membership Details" section above indicates there is still a balance due from you: You are required to pay in full the Balance Due indicated in "Membership Details" above by the Balance Due Date indicated. "Deposit Received" in that section indicates all payments that have been received from you at the time you enter into this Agreement. Any such payments received from you are not transferable or refundable. While the Balance Due is outstanding, you will still be entitled to use California Fitness facilities in accordance with your club access rights up to and including the Balance Due Date. If you have not paid the specified Balance Due in full by the Balance Due Date, you will be denied entry after the Balance Due Date. In addition, if you have not paid the Balance Due in full by the Balance Due Date, California Fitness is entitled to terminate this Agreement immediately and no refund in respect of the Deposit Received or any other amounts paid by you will be given in the event of such termination.

9. California Fitness will not suspend or extend your membership except in the case of medical disability as substantiated by proof from a licensed physician or for the service of military duty as evidenced by written verification from the government. California Fitness regularly closes on a temporary basis its facilities (or portions thereof) for maintenance, selected holidays and other times based on government or regulatory requirements, and such temporary closures will have no effect on this Agreement so long as such temporary closures are reasonable. If your club of enrollment is forced to close or partially close for 30 days or less by events or occurrences beyond California Fitness' control, such as, by way of example, strikes, lock-outs, labor disputes, acts of God, war, acts of terrorism, riots, civil commotions, malicious damage, accidents, fires, floods, earthquakes, typhoons, power outages or compliance with a law or governmental order, rule, regulation or direction (each hereinafter referred to as an "Unforeseen Event"), you will not be entitled to a refund or dues credit or to terminate your membership. However, if your club of enrollment is forced to close or partially close for more than 30 days by an Unforeseen Event, then California Fitness will extend your membership, without further payment, for the same period your club of enrollment was closed or completely unavailable, but only if there is not another available club within ten (10) kilometers of your club of enrollment.
10. Only California Fitness staff or persons expressly authorized by California Fitness may provide CF Services to members while they are in a California Fitness club. "CF Services" are types of services that California Fitness provides to its members and include, but are not limited to, personal training, Pilates Reformer, Group X or yoga classes, workshops, other forms of fitness instruction, and retail sales of food, beverages, nutritional supplements and other products. While in a California Fitness club, you may not solicit or provide CF Services to other members or guests, nor may you receive CF Services from other members or guests. This restriction applies regardless of whether (i) California Fitness charges its members for such CF Services or (ii) you charge other members or guests or pay other members or guests for such CF Services. California Fitness shall determine in its sole discretion whether a service being solicited or provided by you, or being provided to you, constitutes a CF Service.
11. (a) California Fitness reserves the right to terminate your membership if you are in breach of this Agreement, the Terms and Conditions or the Rules and Guidelines.
No refund in respect of prepaid fees or dues will be paid in the event of such termination.
(b) California Fitness reserves the right to terminate your membership for any reason not stated in sub-paragraph (a) above provided always that such reason does not contravene local laws and regulations. If California Fitness does so terminate your membership, it will mail a termination notice to you and refund any unused prepaid fees or dues.
(c) If California Fitness closes your club of enrollment permanently and there is not another California Fitness club within ten (10) kilometers of your club of enrollment, this Agreement will terminate on the date of permanent closure. As such you will not have to pay further monthly dues and California Fitness will refund any unused prepaid fees or dues. You are not entitled to a refund if there is another California Fitness club within ten (10) kilometers of your club of enrollment.
(d) California Fitness reserves the right, at its sole discretion, to terminate all agreements with you, including this Agreement, if you terminate any related or ancillary agreements, such as an agreement for personal training services.
(e) Upon cancellation or termination of your membership and after any required notice period, your right to use California Fitness's facilities henceforth ceases and California Fitness may deny you access to any or all of its clubs. If you owe California Fitness any amounts of money when your membership ends, such outstanding amounts shall be deemed to be and recoverable as a debt, and California Fitness is entitled to deduct or off-set any amounts from any refund you might otherwise be entitled to for the purposes of satisfying such debt. If the refund is not enough to satisfy the debt, you remain liable to pay California Fitness the outstanding balance. If your membership terminates or expires for any reason and there is no option to renew the membership at a prescribed renewal rate and you want to rejoin, you must buy a new membership at the then prevailing membership rates.
12. When you purchase your membership or additional products or services (the "Products") from California Fitness, it may be necessary for you to provide your personal information ("Personal Data"). You agree that California Fitness may use and retain your Personal Data for the following purposes and for other purposes as may be agreed by you or required by law from time to time: (i) enabling the operation of your membership or Products; (ii) subject to the Direct Marketing provisions in Clause 6 of the Membership Agreement, using your [name, date and month of birth, age range, mailing address, email address and telephone numbers] to market Products to you by California Fitness or its affiliates or agents; (iii) checking and/or confirming your credit or payment status in connection with your membership or any Products; and (iv) processing payment instructions, Autopay or direct debit and/or credit facilities authorized by you and collecting amounts owed by you in connection with your membership or Products. You further agree that California Fitness may disclose and transfer (whether in Hong Kong or abroad) the Personal Data to California Fitness' affiliates, agents, contractors and third party service providers (including without limitation collection agencies and data processors), any credit providers or financial institutions, any prospective or actual purchaser of California Fitness or its business and any actual or proposed assignees or transferees of any of California Fitness' rights with respect to you, to use, disclose, hold, process, retain or transfer such Personal Data for the purposes mentioned above.
13. California Fitness may deliver notices to you at the mailing address or e-mail address specified in the "Personal Details" section above in this Agreement, or such other address as you may have notified in writing to California Fitness from time to time. Any such notice, if sent by e-mail, shall be deemed to have been duly given upon transmission, and if sent by mail with proper postage prepaid, shall be deemed to have been duly given three days after posting.
14. You may not amend the terms of this Agreement. Upon written notice to you, California Fitness may make reasonable amendments to this Agreement, the Terms and Conditions, the Disclaimer and/or the Rules and Guidelines in its sole discretion from time to time and where appropriate.
15. The rights of membership shall be enjoyed only by Member and the membership and your rights and obligations under this Agreement may not be transferred, assigned or novated by you. California Fitness may transfer, assign or novate its rights and obligations under this Agreement upon prior written notice to Member.
16. This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong, and Member irrevocably submits to the jurisdiction of the courts of Hong Kong.
17. The provisions of this Agreement are severable and invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. California Fitness' failure or delay to exercise any rights or remedies under this Agreement shall not be construed as a waiver of such rights, remedies or provisions.
18. This Agreement, together with the Terms and Conditions, the Disclaimer and the Rules and Guidelines, constitutes the entire agreement between you and California Fitness with respect to the membership purchase and supersedes all prior discussions, negotiations and agreements. You acknowledge that neither California Fitness nor anyone else made any verbal or written representations or promises upon which you relied that are not stated in this Agreement. Handwritten changes to this Agreement are not valid. In the event of any inconsistency between the terms of California Fitness' signed copy of this Agreement and the terms of Member's copy of this Agreement (including under "Personal Details", "Accounting" and "Membership Details"), the terms of California Fitness' copy shall prevail.

DISCLAIMER OF LIABILITY

1. Member is solely responsible for the safekeeping of his/her personal belongings. During each visit to a club, Member will have at his/her disposal a day locker to store his/her items. Shoe lockers are also available to members and may be rented on a long-term basis. All lockers should be locked with a strong padlock supplied by Member. For greater safety, California Fitness suggests using a KEY padlock and NOT a combination lock. **DO NOT LEAVE ANY VALUABLE PROPERTY IN A LOCKER AT ANY TIME.** To the extent Member chooses to bring higher-value or important personal property to a club, such as a mobile phone, jewelry, cash, credit cards, driver's license, ID card, etc., Member should store such property in one of the club's security lockers and secure such security locker with a strong padlock. Use of a security locker is subject to availability of security lockers at such club. To the extent permitted by law, California Fitness is not liable to Member or Member's guests for any personal property that is damaged, lost or stolen while on or around California Fitness' premises, including but not limited to a vehicle or its contents or any property left in a locker, whether locked or unlocked. In the event this exemption clause is held to be unenforceable, Member agrees that in no event shall California Fitness' maximum liability exceed HK\$1000.
2. All day lockers and security lockers are for day use only and must be cleared when Member has finished his/her workout. These lockers will be opened and cleared out by California Fitness at the end of each day. Member acknowledges and agrees that such opening of these lockers may require California Fitness to cut or break any locks found on such locker at that time, and that all items found in such opened locker will be donated to charity after 30 days if not collected by Member. Member agrees that California Fitness will not be liable for the damage to any lock that it cuts or breaks under this Clause, or for the loss, theft or donation of, or damage to, any items that Member may have left in such locker.
3. Member warrants and represents that he/she is in good physical condition and has no medical reason or impairment that might prevent Member from his/her intended use of California Fitness' facilities. Member confirms that California Fitness did not give Member any medical advice before Member joined and understands that California Fitness cannot at any time give Member any advice relating to Member's physical condition and/or ability to use the facilities. If Member has any health or medical concerns now or after joining, Member should consult with his/her physician prior to using the facilities. Member agrees that it is his/her personal responsibility to ensure that he/she is in a healthy and physically fit condition before commencing any exercise routine and Member shall ensure that he/she conducts such exercise routine in a safe and careful manner.
4. Member agrees to indemnify and hold harmless California Fitness, its officers, directors, employees, volunteers, agents and independent contractors (each such person, an "Indemnified Person") against any losses, liabilities and costs incurred by such Indemnified Person, including those arising from any claim made against an Indemnified Person by another member or guest of California Fitness, arising as a result of or in connection with any deliberate or negligent action or omission of Member or Member's guest.
5. The use of the facilities at California Fitness naturally involves the risk of injury to Member or Member's guest, whether caused by Member or someone else. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of Member's participation in the activities and use of facilities offered by California Fitness, Member understands and voluntarily accepts this risk and agrees that California Fitness, its officers, directors, employees, volunteers, agents and independent contractors will, to the extent permitted by law, not be liable for any injury, including without limitation, personal, bodily, or mental injury, economic loss, indirect, special, incidental or consequential damages or any other damage, to Member or Member's spouse, guests, unborn child or relatives resulting from the actions or negligence of California Fitness or anyone on California Fitness' behalf or anyone using the facilities whether related to exercise or not. Further, you understand and acknowledge that California Fitness does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that California Fitness is providing fitness services and may not be held liable for defective products.

NEW MEMBER

Orientation Checklist

We are proud and honored to welcome you as
a member of California Fitness ("CF")

California
FITNESS™



CLUB ACCESS

I understand that in order to access the club:

- I must show my Membership Card upon every visit.
- I will check-in and enter the studio at least 10 minutes before a class starts. No entry is allowed after a class starts and violation of this policy may result in membership termination.
- I will allow the receptionist to take my photo for identification purpose.

MY MEMBERSHIP TYPE

I understand that my membership type is a:

- ☒ Monthly Dues Membership with 18 months minimum commitment. I am committed to pay my membership dues each month by monthly bank debit/Autopay. I will be charged an administrative fee of HK\$50 (subject to increase upon written notice) for any payment that must be processed manually. My membership will still be active after the minimum commitment unless terminated as stated in my Membership Agreement. I will not receive any notice after the minimum commitment has been completed.

or

- ☐ Monthly Dues Membership without a minimum commitment (month to-month). I am committed to pay my monthly dues by monthly bank debit/Autopay until I terminate my membership as stated in my Membership Agreement. I will be charged an administrative fee of HK\$50 (subject to increase upon written notice) for any payment that must be processed manually.

or

- ☐ Prepaid Membership without renewal rights (full payment): I have prepaid my Membership dues of HK\$ _____ for _____ months. My membership will expire on _____.

or

- ☐ Prepaid Membership without renewal rights (partial payment): The total prepaid Membership dues I am required to pay is HK\$ _____ for _____ months. My membership will expire on _____. I have already paid HK\$ _____ of this amount. I shall pay HK\$ _____ (Balance Due) by _____ (Balance Due Date), failing which, my membership will be terminated and no refund of the amounts already paid will be given.

or

- ☐ Prepaid Membership with renewal rights (Full payment): I have prepaid my Membership dues of HK\$ _____ for _____ months. My membership and all renewal rights will expire on _____ unless I renew the membership within 90 days after that date. In order to renew my membership, I must pay the renewal rate of HK\$ _____ monthly and enter into a new membership agreement in the standard form of CF membership agreement that is in effect at the time of such renewal. I understand that after my initial renewal, the renewal rate may be subject to increase upon written notice.

DUES MEMBERSHIPS

I understand that:

- A pro-rata charge may be added to my first auto-pay as noted on my Membership Agreement. The pro-rata amount is based on the number of days between one month after my date of joining CF and the date of my first scheduled Autopay date.
- In order to cancel my dues membership and stop my monthly debit/Autopay, I must give CF a request to terminate at least FIVE (5) business days prior to the next scheduled Autopay date. If I apply for early termination of my dues membership during the minimum commitment period, I agree to pay the outstanding balance for the remaining months of the commitment, and I will forfeit my last month(s) dues that I paid at enrollment.

PERSONAL SECURITY/LOCKER USAGE

I understand that:

- I am solely responsible for the safekeeping of my personal belongings while at the club.
- I should always store all of my belongings, including shoes, in a locker and secure the locker with a strong key padlock. I am responsible for bringing my own lock.
- I should never bring valuable property to the club or leave any valuable property in a locker at any time.
- To the extent I choose to bring valuable or important personal property to the club, I should store them in one of the club's security lockers and secure the security locker with a strong key padlock. I understand that this will be subject to availability of security lockers at the club.
- Day lockers and security lockers may be used during club operation hours only.

MEMBERSHIP SUSPENSION

I understand that I am entitled to a suspension of my membership only in the case of medical disability as substantiated by proof from a licensed physician or for the service of military duty as evidenced by written verification from the government. Supporting documentation must be submitted along with the suspension request. Suspension requests will only be considered and effective from the date the supporting documents are received. Strictly no back-dating of suspensions will be considered. Suspension in all other cases is subject to CF's sole discretion and any applicable terms and conditions, including payment of a suspension fee. Upon acceptance of my suspension request, CF shall notify me in writing the start date and the end date of my membership suspension. There shall be no further notification on the reactivation date of my membership.

PERSONAL TRAINING

I understand that personal training (PT) is not free and is an additional service which I need to pay for. I have been offered an introductory PT package at a special rate which I have accepted/declined. In case of decline, I know my "FitStart" orientation workout is scheduled for _____.

GIFT(S) AND OFFER(S)

I acknowledge that I have not been promised any extra offer(s) as inducement or otherwise for the purchase of my membership, except for the item(s) (if applicable) stated below -

Not applicable

NEW MEMBERSHIP PACK

I have received my NEW MEMBERSHIP PACK, which includes:

- A copy of my Membership Agreement
- My Membership Card
- A receipt for my payment
- A copy of the Membership Rules & Guidelines
- 72 hours unconditional refund policy

MEMBER HELP:

Please see your local Member Service Manager for any questions or concerns OR call Member Help Line:

Tel: 2909 0799

Call during business hours for enquiries or assistance.

Member's signature:

Date: 09/06/2016 19:55

Membership Agreement No.: MS1-483140

CF Staff Name/Staff No.: