

**LA | FITNESS.**

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BUSINESS PHONE:

HOME PHONE:

CELL/OTHER PHONE: 612-298-6052

| IMMEDIATE FAMILY MEMBERS INCLUDED ON MEMBERSHIP MUST LIVE AT THE SAME ADDRESS AND USE THE SAME SOURCE OF PAYMENT AS MEMBER (MAX. 4) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|--|--------------|----------------|---------|--|---|--|----------------------------------|-----------|--------------|-----------|-----------|--------------------|----|-----------|------|------|----------|-----------|--|--|--|-----------|----------|--|--|--|-----------|-----------|--|--|--|------------|-----------|--|--|--|-------------|---------|--|--|--|------------------|--|--|--|--|-----------|--|--|--|--|
| #1 SAM/FAO: Nguyen, Minh Uyen Annual Fee: \$ 49.00 (+ N/A % tax) starting 07-06-23 | #2 SAM/FAO: Annual Fee: \$ (+ % tax) starting | #3 SAM/FAO: Annual Fee: \$ (+ % tax) starting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| It is agreed by and between <u>Fitness International, LLC</u> ("LA Fitness" or "LAF") and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party) ("Member" or "Buyer", that you are purchasing a Membership from LAF according to the terms on all pages of this Membership Agreement and the current Membership Policies and Club Rules and Regulations provided herewith ("Agreement"). | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">PAYMENT</th> <th colspan="4" style="text-align: center;">AUTHORIZED INITIAL PAYMENTS (MID: 000174024829999)</th> </tr> <tr> <th style="width: 15%;">DATE</th> <th style="width: 15%;">PAYMENT TYPE</th> <th style="width: 15%;">ACCT. NO.</th> <th style="width: 15%;">AUTH. NO.</th> <th colspan="2" style="width: 40%;">AMOUNT (USD)</th> </tr> <tr> <td>6/22/2023</td> <td>Amex</td> <td>2003</td> <td></td> <td colspan="2">\$ 216.01</td> </tr> </table> | | PAYMENT | | AUTHORIZED INITIAL PAYMENTS (MID: 000174024829999) | | | | DATE | PAYMENT TYPE | ACCT. NO. | AUTH. NO. | AMOUNT (USD) | | 6/22/2023 | Amex | 2003 | | \$ 216.01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 6/22/2023 | Amex | 2003 | | \$ 216.01 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> PAID IN FULL ("PIF") MEMBERSHIP: EXPIRES _____. PIF Annual Renewal Offer (details below): \$ _____ (+ _____ % tax). | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">INITIATION FEE</td> <td style="width: 15%;">\$ 0.00</td> <td colspan="3"></td> </tr> <tr> <td>FIRST & LAST BILLING PERIOD DUES</td> <td>\$ 199.96</td> <td colspan="3"></td> </tr> <tr> <td>PREPAID DUES (PIF)</td> <td>\$</td> <td colspan="3"></td> </tr> <tr> <td>SUBTOTAL</td> <td>\$ 199.96</td> <td colspan="3"></td> </tr> <tr> <td>SALES TAX</td> <td>\$ 16.05</td> <td colspan="3"></td> </tr> <tr> <td>TOTAL DUE</td> <td>\$ 216.01</td> <td colspan="3"></td> </tr> <tr> <td>TOTAL PAID</td> <td>\$ 216.01</td> <td colspan="3"></td> </tr> <tr> <td>BALANCE DUE</td> <td>\$ 0.00</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">MEMBERSHIP TYPE:</td> <td colspan="3"></td> </tr> <tr> <td colspan="2" style="text-align: center;">Signature</td> <td colspan="3"></td> </tr> </table> | | INITIATION FEE | \$ 0.00 | | | | FIRST & LAST BILLING PERIOD DUES | \$ 199.96 | | | | PREPAID DUES (PIF) | \$ | | | | SUBTOTAL | \$ 199.96 | | | | SALES TAX | \$ 16.05 | | | | TOTAL DUE | \$ 216.01 | | | | TOTAL PAID | \$ 216.01 | | | | BALANCE DUE | \$ 0.00 | | | | MEMBERSHIP TYPE: | | | | | Signature | | | | |
| INITIATION FEE | \$ 0.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| FIRST & LAST BILLING PERIOD DUES | \$ 199.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| PREPAID DUES (PIF) | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SUBTOTAL | \$ 199.96 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input checked="" type="checkbox"/> MONTHLY DUES MEMBERSHIP: Club dues of \$ 99.98 (+ N/A % tax), plus LES MILLS+ dues of \$ _____ (+ 8.03 % tax), for a total of \$ 99.98 (plus tax) per month ("Dues"), will CONTINUE to be billed by electronic funds transfer to your bank account or by charge to your credit card (by "EFT/CC") each Billing Period per the <u>"EFT/CC REQUEST"</u> below UNTIL YOU CANCEL. Your Annual Fee: \$ 98.00 (+ N/A % tax) starting 07-06-23. An annual fee ("Annual Fee") will be billed for you, and if indicated above for each attached FAO/SAM member, every 12 months starting on each of the applicable dates set forth above, per the <u>"EFT/CC REQUEST"</u> below, UNTIL YOU CANCEL. | | | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">SERVICES</th> </tr> <tr> <td style="width: 80%;"> <input type="checkbox"/> GUEST PRIVILEGES: ____ / day <input type="checkbox"/> LES MILLS+ <input checked="" type="checkbox"/> RACQUETBALL <input type="checkbox"/> TOWEL/SERVICE <input type="checkbox"/> KID'S KLUB <input type="checkbox"/> PARKING <input type="checkbox"/> RECIPROCAL ACCESS </td> <td style="width: 20%; text-align: right; vertical-align: top;"> \$ \$ \$ 0.00 \$ \$ \$ \$ </td> </tr> </table> | | SERVICES | | <input type="checkbox"/> GUEST PRIVILEGES: ____ / day <input type="checkbox"/> LES MILLS+ <input checked="" type="checkbox"/> RACQUETBALL <input type="checkbox"/> TOWEL/SERVICE <input type="checkbox"/> KID'S KLUB <input type="checkbox"/> PARKING <input type="checkbox"/> RECIPROCAL ACCESS | \$ \$ \$ 0.00 \$ \$ \$ \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <input type="checkbox"/> LIMITED ACCESS: If checked, no entry/access after 4:00 pm, Mon-Thurs. * indicates that service is available only to SAM Member(s) specified in separate agreement | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| On a Single Account Membership ("SAM"), the Dues amount above is fixed, paid from one account, and permits up to 4 Members at a single Dues rate based on the number of SAM Members attached to this Membership (the "Primary Account"). On a Family Add-On ("FAO") Membership, each person's individual Dues rate is as indicated above and must be paid via one account. Only FAO Members may split from the Primary Account to pay separately; each FAO who splits may be charged a \$79 fee. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

YOUR EFT/CC DUES BILLING DATE: Your Dues (including fees for any services checked above) will be automatically billed and collected electronically once every _____ month (your "Billing Period") beginning on 07-22-23 and continuing on that same day every Billing Period or as soon thereafter as practical, until your Membership is cancelled as provided herein.

HOW TO CANCEL YOUR DUES MEMBERSHIP: You may cancel your Membership and the continued billing of Dues via EFT or CC by mailing written notice of your cancellation request to: LA Fitness, P.O. Box 54170, Irvine, CA 92619-4170. A cancellation notice postmarked at least 5 business days before your next billing date should result in no further Dues billing. A cancellation notice postmarked less than 5 business days before your next billing date may result in one more Dues billing. In either case, if such an additional billing occurs, LA Fitness will refund that billing. Your prepaid last Billing Period Dues will be applied to the Billing Period following the final Billing Period paid for by your recurring EFT or CC Dues billings, and your Membership will expire at the end of that prepaid last Billing Period. **Until your Membership expires, you will have continued club access; PIF Memberships may not be cancelled in this manner.**

***EFT/CC REQUEST:** To the extent permitted by law, you authorize us to initiate separate EFT/CC charges from the account you identified and/or any replacement account (the "Account") for the following amounts: (1) the Balance Due above, if not otherwise paid within 60 days after the date hereof; (2) your recurring Billing Period Dues, if applicable; (3) a recurring or one-time freeze fee (based on Dues type and PIF status) if you request, and we permit, a freeze of your Membership; (4) a return fee up to \$10 for any EFT charge returned unpaid or on a credit/debit card return; (5) each Annual Fee identified above, if applicable; and (6) any other fee for personal training services or other goods/services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You have the right to receive notice if a preauthorized charge varies from the previous amount. **If tax rates change to alter such a charge, including due to a transfer of your membership, you consent to receive notice only if the charge varies by more than 10%.** You may cancel your EFT/CC authorization by giving us written notice of termination. It will take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable efforts, to act on the notice. You agree to give us notice if your billing or Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. If you decide to change your billing information, a 30-day notice may be required.

By signing this Agreement, Buyer acknowledges that Buyer is of legal age, has received a filled-in and completed copy of this entire Agreement identifying the Membership type and services purchased, has read and understands the entire Agreement including, but not limited to the "EFT/CC Request" (if applicable), the Agreement to Arbitrate, the Release and Waiver of Liability and Indemnity, all other terms and conditions on all pages of this Agreement including the current Membership Policies and Club Rules and Regulations provided herewith. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and LA Fitness. LA Fitness has made no express or implied warranties or representation other than those expressly set forth in this Agreement to induce Buyer or anyone to enter into this Agreement. Any conflict between the original Agreement and any copy of the original Agreement shall be controlled by the original Agreement. LA Fitness recommends that you consult your physician prior to beginning any exercise or weight loss program. Buyer consents to receiving telephone calls from LA Fitness, its affiliates and business partners, at any telephone number included in Buyer's contact information above, including to receive news of special offers and programs, and for purposes related to Buyer's account information. Buyer hereby consents to the use of an electronic signature to record Buyer's commitment to the terms of this Agreement.

MEMBERS' RIGHT TO CANCEL: If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to the club (LA Fitness). The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract (or if a presale, within 3 days of the club opening or notice thereof). The notice must be mailed to LA Fitness at P.O. Box 54170, Irvine, CA 92619-4170, or delivered to your club of enrollment. If you cancel, the club will return, within ten days of the date on which you give notice of cancellation, any payments you have made. The length of this contract is a minimum of 2 Months, subject to the cancellation and renewal provisions herein.

Club of enrollment address:

3001 HENNEPIN AVE SOUTH SUITE 2210, MINNEAPOLIS, MN, 55408

6/22/2023

LAF EMPLOYEE ID NUMBER 10049350

MEMBER/BUYER SIGNATURE

SIGNED

NOTICE: Dues Memberships are authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize LA Fitness either to use information from your check to make a one-time electronic fund transfer from that checking account or to process the payment as a check transaction. When LA Fitness uses information from your check to make an electronic fund transfer, funds may be withdrawn from the account on which the check is drawn as soon as the same day LA Fitness receives your payment and you will not receive your check back from your financial institution.

ADDITIONAL TERMS AND PROVISIONS

Except as otherwise stated herein, all notices to LA Fitness hereunder shall be mailed (recommended certified or registered, return receipt requested) to P.O. BOX 54170, Irvine, CA 92619-4170 or to such other address designated for notice as posted at LA Fitness club facilities. A cancellation notice should include sufficient information to identify Member, such as barcode number, name, address and/or email address; use of an LAF-provided form is recommended. All notices to Member hereunder shall be mailed to the address Member has provided in this Agreement or to such other address which Member agrees to notify LA Fitness of in writing and in accordance with this paragraph. If any part of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not be affected.

IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. You hereby acknowledge and agree that use by Member and/or Member's minor children of the facilities, services, equipment or premises offered by LAF ("LAF" as used in this provision includes LA Fitness, its affiliates, and their respective officers, directors, employees and agents) involves risks of injury to persons and property. Member understands, voluntarily accepts and assumes full responsibility for such risks, which include (but are not limited to) injuries arising from use of exercise equipment and machines; injuries arising from participation in supervised or unsupervised activities or programs; injuries and medical disorders arising from exercising such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; accidental injuries occurring in dressing rooms, showers and other facilities; and injuries so severe they result in permanent disability, head injury, paralysis, and even death. Further, in consideration of Member and Member's minor children being permitted to enter any facility of LAF (a "Club") for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees that LAF will not be liable for any injury to the person or property of Member and/or Member's minor children, and Member hereby releases and holds harmless LAF from all liability to Member, Member's children and Member's personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever gives up any claim or demands therefore, on account of injury to person or property, including injury leading to death, whether caused by the active or passive negligence of LAF or otherwise, and whether related to exercise or not, to the fullest extent permitted by law, while Member and/or Member's minor children are in, on, or about Club premises or using any LAF facilities, services or equipment. Member also hereby agrees to indemnify LAF from any loss, liability, damage or cost LAF may incur due to the presence of Member and/or Member's children in, on or about Club premises or in any way observing or using any facilities or equipment of LAF, whether caused by the negligence of Member(s) or otherwise. You also represent (a) that Member and Member's minor children are in good physical condition and have no disability, illness, or condition that could prevent Member(s) from exercising without injury or impairment of health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health. Member further expressly agrees that this release and waiver of liability and indemnity is intended to be as broad and inclusive as permitted by the law of the state of Minnesota and that if any portion is held invalid, the balance shall continue in full force and effect. Member has read this release and waiver of liability and indemnity and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

Agreement to Arbitrate. IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND LAF ("LAF" AS USED IN THIS PROVISION MEANS LA FITNESS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND LAF CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR LAF CLUB, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND LAF ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND LAF. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY LAF IN WRITING, BY MAIL TO LAF AT P.O. Box 54170, IRVINE, CA 92619, WITHIN 30 DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH LAF BY ARBITRATION. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF LAF IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

Dues Rate: Unless you have purchased a Paid In Full Membership, LAF may increase the Dues amount after your one-year anniversary date with at least 30 days' notice.

Other Terms and Conditions

- LA Fitness makes no warranties or representations, express or implied, other than those set forth herein, and your sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement. IN NO EVENT SHALL LA FITNESS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. In addition to the other Dues, fees and charges provided for in this Agreement, you agree to pay a \$10.00 service fee for any item or direct charge memo not paid by your financial institution or account when presented for payment by LA Fitness. An active Membership in good standing may be placed on an inactive status (frozen) pursuant to LA Fitness' current policy. LA Fitness may assign this Agreement, including Member's payment obligation herein.
- LA Fitness, in its sole and absolute discretion, reserves the right to close any LA Fitness club and/or change existing LA Fitness club rules, regulations, conditions, guidelines, facilities, classes, programs and hours of operation. Classes, facilities, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates. Other clubs may be built, acquired, reopened or converted after the date of your Agreement which may be excluded from your Membership at our sole discretion.
- In the event Member, or any of Member's family or an invitee of Member, violates any of the terms or provisions of this Agreement or the LA Fitness Membership Policies and Club Rules and Regulations, LA Fitness may suspend their right to use the club facilities and the services until such time as Member, or Member's family Members, have abided by and fully complied with the terms and provisions of this Agreement and the LA Fitness Membership Policies and Club Rules and Regulations. Member shall not be entitled to any refund, credit or abatement of Membership Dues for the period during which the Membership was suspended. If Member, or Member's family or an invitee of Member, thereafter violates any of the terms and provisions of this Agreement or the LA Fitness Membership Policies and Club Rules and Regulations, LA Fitness may terminate Member's Membership and the right to use the LA Fitness facilities without reimbursement. LA Fitness also reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any.
- **MILITARY:** If this Agreement was executed by or on the behalf of a person who, after the execution of the Agreement, was issued orders into active duty, for deployment, or for a permanent change of duty station and where as a result of the orders it is impractical for the person to enjoy the benefits of the contract, then such person is entitled to cancel the Agreement at no penalty and with a full refund of any money which may have been placed on deposit with LAF. Cancellation may be made in writing sent to LAF as provided herein and must include a copy of the orders in question. Termination of the Agreement will be effective the day following receipt of proper notice.
- **NOTICE TO FORMER BALLY MEMBERS:** If LA Fitness acquired your Bally membership agreement on November 30, 2011, and if LA Fitness is now honoring the membership rate you paid thereunder (rather than selling you an upgraded or new Membership), then you understand and agree that if your acquired agreement provided for annual rate increases, then your rate hereunder is still subject to an annual increase by an amount that is the greater of 10%, \$1.00 per month, or the latest annual increase in the Consumer Price Index, consistent with the terms of, and on the same renewal date as, your acquired agreement.
- You (individually, if you are the Member, and as agent and/or guardian of Member) agree that Member, and Member's family members, and any guests and invitees shall be bound by this Agreement and the LA Fitness Membership Policies and Club Rules and Regulations provided herewith for the usage of LA Fitness club facilities. You agree that the Membership Policies and Club Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of LA Fitness and any such changes shall become immediately effective upon posting in the LA Fitness club facilities.
- Unless otherwise provided herein, the initiation fee is non-refundable. The initiation fee is not a prepaid sum for services; it merely entitles you to buy services by paying Dues and other applicable charges. Dues will be in the amount indicated above. You agree to pay Dues in advance, for the first and last months (or first and last two weeks, or first and last weeks, as applicable) of Membership. Termination of Membership will be effective only if the procedures described herein are followed. Failure by any Member to use the Membership will not relieve you of your payment obligation regardless of the circumstances, except as provided for below. If any payment of Dues or other charges is not made on time, LA Fitness may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided in this Agreement. In case of a multi-member Membership, termination by one Member may cause the Dues rates applicable to the remaining Members to increase to the prevailing individual rates. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the State of Minnesota.
- Your Membership starts on the START DATE on page 1, which is when your first payment is due. If you or an attached FAO/SAM member wish to access an LAF club before then, you must make your first payment at that time, and if this is a Dues Membership, your first Dues billing will occur roughly 30 days after the date of that first payment.
- Subject to applicable law and the other cancellation rights in this Agreement, if your club closes (1) due to events beyond LAF's control (such as natural disaster, riot, pandemic, unrest, government action, etc., as determined in LAF's sole but reasonable discretion, an "Unforeseen Event"), LAF may transfer your Agreement to another LAF club within 10 miles of your current club; (2) due to an Unforeseen Event and there is no other LAF club within 10 miles of your club that you are entitled to use, LAF may continue to collect all payments due hereunder during such period, and you will not be entitled to a refund or a credit or to terminate your Agreement, and any periods of time that you paid for, but during which you could not access your club, will be added to the end of your term (or, if this Agreement has an Initial Term that you are still within, the Initial Term will be extended by such period); however, if such closure continues for more than 30 days, LAF will then suspend all billing hereunder and resume collecting all payments due (at the same rate, and on the same schedule, as before the suspension, unless LAF notifies you otherwise) when your club (or a club within 10 mile of your club) opens; or (3) for reasons other than an Unforeseen Event for more than 72 hours and you have paid dues for such period of closure, then, upon request, LAF will extend the end of your Agreement time for a period equal to the time of such unavailability (alternatively, LAF may transfer your Agreement to another LAF club within 10 miles of the closed club). In any event, LAF may continue to bill you for any virtual, online or on-demand programming you have purchased until you cancel such services in accordance with their terms.
- **LES MILLS+:** If checked on page 1, Member has access to LES MILLS+, which provides access to on-demand workouts. Member will receive a unique link, sent via email to the email address provided above, that Member must use to register for and access these services. These services require an Internet-connected device, which is not included. Failure to use the services (including without limitation because Member has not registered using the unique link, due to Internet or communications outages, or because the services are not available for reasonable periods of time due to technical disruptions or maintenance) will not relieve Member of Member's payment obligations, regardless of circumstances, except as provided in this Agreement. Access to the services will cease if this Agreement is cancelled and will be suspended if this membership is "frozen." These services are offered through Les Mills Media Limited, which is independently owned and operated and not an affiliate of LAF.

LA FITNESS MEMBERSHIP POLICIES AND CLUB RULES AND REGULATIONS

The following Membership Policies and Club Rules and Regulations ("Rules and Regulations") are a part of the Membership Agreement. You, the Member, agree to abide by the Rules and Regulations and other rules as posted which may vary depending on the club location and services offered. LAF may change the Rules and Regulations without notice at any time. LAF will post any such changes at the clubs. The Rules and Regulations and the individual club rules apply to Members as well as their family members, guests and invitees (collectively, "guests") while in, on or about the club premises.

Membership types and services are subject to change without notice and are not necessarily available at all clubs. If a service is eliminated and additional fees were charged for that service, the fees will be discontinued upon Member's request. No fee reductions will be made if services that are provided at no additional charge are discontinued. Club classifications are subject to change without notice or fee adjustment.

MEMBERSHIP TYPES

Visit www.lafitness.com for current club listings and locations. Future locations and brands may be excluded from any Membership type at LAF's discretion.

NOTE: Except as provided hereafter, if LAF is honoring your former Bally "Local" membership, then you will have access to all LAF clubs in your state of enrollment; if LAF is honoring your former Bally "National" membership, then you will have access to all LAF club locations in all states (except in New York). Access does not include admittance to "Signature" clubs. Future club locations and brands may be excluded in LAF's discretion.

Signature: A Membership valid at LAF clubs located throughout the United States and Canada, including "Signature" clubs.

Signature – Single State: A Membership valid at all LA Fitness clubs in the state of enrollment only, including "Signature" clubs

Premier Plus: A Membership valid at LAF clubs located throughout the United States and Canada, excluding "Signature" clubs.

Premier: A Membership valid at LAF clubs located throughout the United States, excluding clubs located in Canada, "Signature" clubs, and New York clubs located in Suffolk, Nassau, Westchester, Bronx or Richmond County.

Premier – Single State: A Membership valid at LAF clubs in the state of enrollment only and excluding "Signature" clubs.

Single: A single club Membership valid only at the club of enrollment.

Single Account Membership ("SAM"): This allows up to 4 total Members on the Primary Account under a single Dues rate, paid from the same account, based on the number of such members; such rate will be adjusted if the number of SAM Members changes. This type of account may not be frozen.

Limited Club Access: If this box is checked on page 1, this Membership does not permit access to the health club facility on Monday, Tuesday, Wednesday or Thursday after 4:00 p.m.

Reciprocal Access: If checked, then Member has access to City Sports Club facilities operated by LAF or its affiliates, as listed at citysportsfitness.com.

PIF Annual Renewal Offer: The PIF ("Paid In Full") Annual Renewal amount is an offer to continue your membership uninterrupted upon the completion of each PIF term. You are not obligated to renew and you will not be billed unless you request a renewal and provide billing information. The renewal rate is valid only in conjunction with an uninterrupted continuation of this current PIF membership. Before making a renewal request, compare your renewal amount to the current rates for a new membership. If you renewed prior to comparing your renewal amount and you have purchased a new LAF membership, you have 14 days from the date you renewed to request a refund of your renewal.

SERVICES

Racquetball Courts: If this service is purchased (see page 1), it entitles the applicable Member(s) to use racquetball courts (subject to club reservation policies and court availability) at any LAF club that offers racquetball courts where such Member(s) have a valid LAF Membership.

Kid's Klub: If Kid's Klub services are purchased (see page 1), a parent or guardian must check the child in and out of Kid's Klub and the parent or guardian who checks the child in must check the child out. Children may remain in Kid's Klub for a maximum of two hours and the parent or guardian must remain on LAF's premises at all such times. Please check with the front desk for additional rules, policies and applicable fees concerning Kid's Klub.

Family Access: If purchased (see page 1), the applicable adult Member(s) may use Kids' Klub services for up to 2 children, during the times and pursuant to the current rules such services are made available at the club (currently for ages 3 months – 12 years). Additionally, the applicable adult Member(s) may bring in a family member aged 14-18 to use the club with that adult, provided the applicable Member is at the club with the family member at all times. However, this guest family access is not available after 5:00 p.m. Monday through Thursday.

Guest Privileges: If purchased (see page 1), the applicable Member(s) may bring up to 2 guests, age 13+, to use the club with such Member once per day.

RULES AND REGULATIONS

1. Upon entering the club, all Members are required to present their active Membership card or driver's license or other government issued picture identification. Without the Membership card or proper identification, LAF may prohibit your use of the facilities or may charge a guest fee for use of the facilities for that day. Members must be at least 13 years old and, if under 16 years old, accompanied by a parent or legal guardian.
2. All guests must sign a liability waiver prior to using a club's facilities and follow all rules and regulations. All guests must prove that they are at least 16 years of age or older or are at least 13 years of age and accompanied by a parent or legal guardian. All guests using any guest pass issued by LAF may only do so one time during any six month period, are subject to the terms of the guest pass, and must schedule a brief tour of the club during the term of the guest pass. Guest fees are subject to change without notice. LAF may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion.
3. During club use, all Members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other Members or club employees, agents and contractors. Threatening or violent conduct is prohibited.
4. Members and guests will abide by and fully comply with the LAF dress code for proper attire on the club premises, which includes wearing proper swimming attire when using any club pool or spa. In addition, for safety reasons, clubs may post recommended, but not required, attire. For example, LAF recommends shower shoes or sandals in all wet tile areas and eye guards during racquetball activities.
5. In addition to wearing proper swimwear attire, you must shower before using any club pool or spa. Persons with open wounds may not use a club pool or spa.
6. No Member or guest may coach or train other Members or guests (as determined solely by LAF). Members may not engage in any type of business or enterprise while at the LAF clubs.
7. From time to time, LAF may permit independent contractors to offer products or services to Members. LAF does not stand behind or in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services, including whether or not these independent contractors will remain in business for any period of time.
8. Member should not bring valuables, including money, onto club premises or store valuables in lockers or parking areas. Member understands and agrees that LAF is not liable to Members or guests for any lost, damaged or stolen personal property, including but not limited to vehicles and any property left in a vehicle or locker. Lockers are for day use only. LAF reserves the right to dispose of locks and belongings that are left overnight.
9. Members and guests may not bring illegal drugs or alcoholic beverages onto LAF premises.
10. Capturing images of another person without their permission by use of cellular phones, mobile devices, or other equipment with video/photo capabilities is strictly prohibited in this facility. This is an invasion of privacy and may result in the termination of your membership and contact with law enforcement.
11. Members and guests will abide by any additional LAF rules and regulations posted at the clubs.
12. An active LAF Membership in good standing may be placed on an inactive status (frozen) pursuant to LAF's then current policy.
13. Member is liable to LAF for any club damage caused by Member or Member's guests.
14. LAF may suspend or terminate Member's right to use the club facilities and services if Member or Member's guests violate this Agreement or engage in other misconduct in or about the LAF facility. Member shall not be entitled to any refund, credit or abatement if such a breach of the Agreement occurs.
15. If you enrolled through a program offered by your insurance plan, LAF may terminate your membership upon such program's cancellation or your ineligibility thereunder.
16. After the initial 30 or 60 day commitment by both parties, LAF reserves the right to terminate the Membership for any reason whatsoever. In the event of a termination under this rule, a refund of the pre-paid Dues, if any, will be issued.

WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE, AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE, OR EXCHANGE OF ANABOLIC STEROIDS.