

MEMBERSHIP AGREEMENT, hereinafter referred to as the "Agreement", is entered into between LOYOBO FIT and <CLIENTNAME>, hereinafter referred to as "the member" or "the client". This Agreement shall be effective as of the starting date <AGREEMENTDATE> ("Effective Date").

1) The Client agrees to purchase a BI-WEEKLY MEMBERSHIP which allows access to 1 weekly class (virtual, outdoor or in studio) or a total of 2 classes for each 14 day payment period, with the exception of but not limited to personal training sessions, workshops, special events, etc.

2) Each membership granted hereunder shall be automatically suspended or terminated at the option of Loyobo FIT if at any time the Member is in default in making any payment or payments hereunder or if Loyobo FIT determines that the members' conduct is not in accordance with the Rules & Regulations. If the member shall default in making any payment contemplated hereunder then the entire unpaid balance of the purchase price shall at the option of Loyobo FIT become immediately due and payable by the Member upon written demand. The acceptance by Loyobo FIT of any payment or payments after such demand shall be in partial satisfaction of and shall not constitute a waiver of such demand or of any other rights.

3) Duration and Automatic Renewal: Client agrees to pay a minimum of 2 payments of this membership before cancelling agreement. The client authorizes Loyobo FIT to charge the credit card on file ending on for the amount of <RECURRINGPAYMENT> plus tax every 14 days.

- (a) I agree to purchase the bi-weekly Feel the Love Membership with an automatic charge to my credit card every 14 days until I give notice of cancellation by filling out the form found at <https://www.loyobofit.com/cancel>. I am required to give one payment notice to cancel and the form must be submitted a minimum of 72 hours prior to the date of the requested final payment. If notice is given in the middle of a billing cycle, the subsequent scheduled payment will be the final billing period and charge to the member's credit card.

- (b) I hereby certify that I am the holder of the credit card detailed below.

- (c) I understand that I will be notified if my credit card payment fails to authorize for any reason. I understand that the automatic charge will continuously be resubmitted until approved.

TERMS OF THE AGREEMENT

- A1 Membership fees and unused portions thereof are non - refundable and non -transferable. Any change of payment must be provided to Loyobo FIT at least 7 days in advance of the payment date.

- A2 A membership freeze or pause is available for up to a total of four payments in any given calendar year. If approved, solely at the discretion of the Loyobo FIT, there is a \$5 (+HST) administrative fee for each payment included in the freeze that will be charged to the credit card

when the freeze/pause is approved. A minimum of 72 hours must be given prior to the payment date where a freeze is desired. Once a membership has been paused, it cannot be cancelled or altered. The member must first "unpause" the membership to make these sorts of changes.

- A3 In addition to the cost of Membership, the member agrees to pay any and all taxes hereunder assessed by any governmental authority by reason of any Membership hereby granted or the use of the facilities provided that the same are assessed against the Member.

- A4 Loyobo FIT employees and contractors do not act as bailee of the personal property of the member and shall not be liable for the theft or loss of or damage to the personal property of the member or guest.

- A5 The Member acknowledges that no representations, undertakings, understandings or agreements were made by or with Loyobo FIT, its directors, contractors, officers, employees or assigns except as set forth herein; this Agreement may be modified only by an instrument in writing.

- A6 The Member authorizes Loyobo FIT to debit either Visa or Mastercard for the amount of any related charges in the event their payment is not honoured at their financial institution.

- A7 Members aged 13-15 can only attend class or events at the studio with a legal guardian.

- A8 Any unused classes or guest passes during a payment period cannot be carried over to the next payment period. The 1 weekly session (a total of 2 for a 14 day period) expire at the end of each payment period. **NO REFUND WILL BE ISSUED FOR UNUSED CLASSES OR MEMBERSHIPS.**

- A9 If a membership payment is not received within 5 days of the required payment date, a \$25+tax late fee will be added to the balance owed. It is the member's responsibility to ensure payment is received on time, if a credit card is not given as a payment method.

- A10 A \$25+tax NSF fee will apply to any declined membership payments.

Rules & Regulations

(B) The Member hereby covenants and agrees to the following:

B1 The Member agrees to keep and obey all rules and regulations now in force or in future prescribed by Loyobo FIT. (Including the following: members must not drop weights; members must put weights and equipment away after use unless specified by the staff and/or instructor; members must leave the building by closing time; members must remove outdoor footwear before entering the studio; members must not wear black soled footwear on the studio floor;)

B2 Loyobo FIT has the right to revoke or suspend any Membership for cause, if the member fails to keep and obey all such rules and regulations as well as upholding the conduct expected

of Loyobo members , without refund to the Member of any monies paid to Loyobo FIT or to any assignee of the aforementioned negotiable instrument. The member agrees that while using the facilities, he/she will not conduct themselves in any way which presents a danger to or creates a nuisance for the staff or other persons using the facilities or disrupts the staff in the carrying out of their duties.

B3 The Member agrees to produce and scan their identification card each and every time they arrive for a class, training session, event or workshop. The member acknowledges that in the event that their identification card is lost, stolen or destroyed, payment of a service fee may be required for a replacement. The cards are non-transferable and any attempt to transfer is grounds for termination without refund.

B4 While using the facilities, the member agrees to dress in accordance with the regulations regarding dress now or hereafter imposed. In consideration of members with allergic response to perfumes, colognes and other scents, we ask members to apply such products in well ventilated areas only.

B5 The Member represents and warrants that they are medically able to participate in and undertake physical exercise and partake in the classes and services offered by Loyobo FIT and further represents that they are not aware of having any physical, medical, mental or health disability, condition or disease which might or could be aggravated or worsened by physical exercise, or which might or could result in deterioration of health if physical exercise is undertaken. The Member acknowledges that Loyobo FIT and its representatives, contractors, and employees offer no guarantees or warranty, written or verbal that the programs, advice or facilities will have any beneficial medical effect or have been approved by any medical authority.

The member acknowledges and understands that each person has a different capacity for participating in fitness activities and there are inherent risks associated with participating in fitness activities, including all manners of injury, the failure of equipment and the carelessness of other participants. The member agrees to participate in the training sessions/classes and willingly assume full responsibility, and any risks of injury, for the member in connection with their participation in these sessions at any location where they may be held, including outdoor parks or areas.

B6 The Member, shall use the facilities of Loyobo FIT and hereby releases Loyobo FIT and contractors, and assigns of and from:

i) Any claim whatsoever hereafter arising by reason of the Member suffering disease, deterioration of health, illness or aggravation of condition of ill health as a result of participation in the programs, acceptance of the advice or use of the facilities.

ii) Any claim by the Member and other heirs, next of kin, executors, administrators and assigns, against Loyobo FIT, and release and forever discharge Loyobo FIT and Courtney McCarthy from all liability for any personal injury, death, property damage, or other loss and liabilities of

whatsoever nature or kind arising out of or in any way connected with the member's participation in the training sessions/classes or Loyobo FIT's use of photographs and/or videos of me.

B7 Cell phone use is strictly prohibited in change rooms and members are prohibited from taking and using pictures, video or any digital recording/screenshots of other Loyobo FIT members or employees without their prior permission (to be obtained in writing).

B8 The member understands that during training sessions/classes, Loyobo FIT employees will take photographs, screenshots, or digital recordings in order to help track fitness progress and/or for promotional purposes. The member consents to the use and publication of their photographs, videos, screenshots and recordings in print and/or electronically.

B9 Preregistering for class on Loyobo FIT's MindBody website or app is required. Any cancellations to a preregistration made less than 2 hours prior to the start of class time results in a \$5 late cancel fee (+hst) plus the loss of the class. Any no-shows for a preregistered class results in a \$10 no show fee (+hst), plus the loss of the class. No exceptions will be granted. The fees will automatically be charged to the credit card on file. The member will not be able to attend future classes until any outstanding balance has been reconciled and paid in full.

B10 Members agree to undergo COVID-19 screening procedures and temperature checks prior to attending each class. If a participant has a temperature of 37.7 degrees celsius or higher, and/or fails the COVID-19 screening, they will not be allowed to participate in the class and will be turned away. A refund will not be issued, however no additional fees will be charged.

Loyobo FIT reserves the right to set preregistration minimums for classes and/or events. Classes and/or events may be cancelled due to low registration.

Loyobo FIT reserves the right to update this contract and modify terms as necessary for business operations at any time. This may include policy changes and/or price increases.

The member confirms that they have had sufficient time to read and understand each item of this Waiver and Consent in its entirety, and agree to be bound by its terms freely and voluntarily.