

TOTAL-FITNESS MEMBERSHIP AGREEMENT

This Membership Agreement (the “**Agreement**”) is made between Total-Fitness (the “**Club**”), and the undersigned member (the “**Member**”). This Agreement is made because Member wishes to receive and the Club wishes to provide fitness services in the form of fitness equipment, defined herein, and health club services at the Club’s facility, which facility is located at 6136 Commerce Drive, Mount Gilead, Ohio, 43338.

In this Agreement, the terms “**you**” and “**your**” refer to the Member. **Premium Standard Membership Information**

1. Contact Information

Name {textfield:client:_____}
Street Address {textfield:client_____}
City {textfield:client_____}
State {textfield:client_____}
Zip Code {textfield:client_____}
Phone Number {textfield:client_____}
Email {textfield:client_____}
Date of Birth (Optional) {textfield*:client_____}

Emergency Contact:

Name {textfield:client:_____}
Phone Number {textfield:client:_____}
Relationship {textfield:client:_____}

2. Membership, Term, and Payment.

- a. Membership. Your Membership entitles you to use the Facility until you or Total-Fitness cancels due to breach of membership agreement or terms and conditions.
- b. Fee. Your Fee is due upon execution of this Agreement. Your Membership Fee must be paid monthly and will be due Month, Day, Year of each calendar year.

\$ 35.00 MembershipFee (plus applicable taxes)

3. Closings. From time to time, the Facility may partially or fully close and be unavailable for use for reasons including, but not limited to, renovation, repair, special events, or holidays. The Club will make every effort to minimize disruption to members during these periods. Hours of operation will be displayed in the Facility and may be modified from time to time.

I. Membership Qualifications

1. All of the Required Forms must be completed and submitted to the Club prior to the use of any Facility. The Required Forms include (i) this Agreement; and (iv) the Informed Consent and Acknowledgment of Risk. Required Forms are subject to change.

2. You attest that you are at least eighteen (18) years of age.

3. No children under the age of **14** will be allowed access to the club or its facilities. **All children aged 14 and older must be accompanied by an adult.**

Please provide your initials that you acknowledge that you are responsible for any minor 14 through 18 years of age and that you give permission for the minor to accompany you to our Facility.

Please provide initials {textfield:client:_____}

II. Member Responsibilities

1. Safe use of Facility and equipment. You agree to abide by all policies, guidelines, rules, and regulations (together, the “**Club Rules**”) for safe use of the Facility and equipment, and not endangering any other member. The Club Rules are subject to change.

You agree to seek instruction from Club personnel in the use of all equipment, including, but not limited to, fitness machines, free weights, and cardio- aerobic equipment, prior to use.

You acknowledge and agree that (i) there are risks associated with any strenuous, athletic or physical activity, the use of exercise equipment, and participation in an exercise program; (ii) use of the Facility and exercise equipment is undertaken by you voluntarily; and (iii) such use may include the risk of serious bodily injury or death.

2. Physician Consent. You agree that, prior to undertaking any physical activity at the Club, you will advise your physician of the details of the activities in which you plan to participate and will obtain your physician’s consent to or approval of those plans.

3. Representation of level of health and fitness. You represent to the Club that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise.

4. The Club will not provide medical treatment. You understand and acknowledge that neither the Club nor other Club personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (referred to as a “**Health Problem**”) prior to or during a Training Session or your use of the Facility, you agree to (i) **immediately inform your Club personnel of such**

Health Problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in activities at or with the Club.

5. You agree that while you are using the Facility to refrain from the use and that you will not be under the influence of any (i) medication that may impair your physical or mental capabilities, (ii) alcohol, or (iii) drugs. You acknowledge and agree that such use or influence may increase the risk of serious bodily injury or death to yourself or others.

6. The Club urges you to not bring any valuables in the Facility. You agree that the Club will not be liable for the loss or theft of, or damage to, your personal property.

III. Rights to Cancellation

1. MEMBER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS AGREEMENT WITHOUT ANY PENALTY OR FURTHER OBLIGATION BY SUBMITTING A WRITTEN NOTICE OF YOUR CANCELLATION TO BE DELIVERED IN PERSON OR POSTMARKED BY CERTIFIED OR REGISTERED UNITED STATES MAIL WITHIN THREE (3) BUSINESS DAYS OF THE DATE OF THIS AGREEMENT OR THE DATE OF YOUR RECEIPT TO THE ADDRESS SPECIFIED IN THIS AGREEMENT.

Your notice of cancellation shall be accompanied by the Required Forms, including this Agreement, your key fob, and any other documents or evidence of membership previously delivered to you.

2. The Club reserves the right to cancel this Agreement and terminate your Membership or other privileges granted by this Agreement in the event of a Member Default. A Member Default includes (i) your failure to comply with any of the Club Rules; (ii) intentional or negligent misrepresentation of information contained in this Agreement, or; (iii) failure to make timely payment of your obligations under this Agreement. A terminated Member shall remain fully liable to the Club for all Fees and any other expenses payable to the Club.

IV. Miscellaneous

1. Confidentiality. Information you provide to the Club pursuant to this Agreement, including but not limited to that information provided in the Required Forms (the "**Confidential Information**"), will be treated by the Club and its personnel as confidential, and will not be released or revealed to any person outside of the Club without your express written consent or as required by law. The Club shall employ reasonable and appropriate safeguards to protect your Confidential Information. Notwithstanding the foregoing in this Section 1, you agree that the Club may use or allow such use by another of your Confidential Information in any manner so long as the Confidential Information is not personally identifiable to you.

2. Assignment. You may not assign, resell, or transfer to any other person or entity the rights allowed or obligations required by this Agreement.

3. Waiver. It is understood and agreed that no failure or delay of either party to this Agreement, in exercising any right, power, or privilege provided under this Agreement, shall

operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise or the exercise of any right, power, or privilege provided under this Agreement.

4. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Ohio.

5. Enforcement. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, and the provision held invalid or unenforceable shall be deemed modified so as to give the provision the maximum effect permitted by applicable law.

6. Attorneys' Fees. In the event either party institutes legal proceedings against the other for breach of or interpretation of this Agreement, the party against whom a judgment is entered will pay all reasonable costs and expenses relative thereto, including reasonable attorneys' fees of the prevailing party at pre-trial, trial and all appellate levels.

[signature]