

MEMBER POLICY

Freeze Policy

The freeze policy allows you to temporarily suspend your membership in accordance with the following terms:

You may freeze once per contractual year for a minimum of one (1) month and a maximum of three (3) consecutive months in one-month increments.

- Your freeze request must be done by certified mail to Member's home club at least 5 days before the intended freeze start date.
- If you are medically unable to use the club, you can request a medical freeze for up to six (6) months [nine (9) months for pregnancy freeze]. You must provide a doctor's letter at the time of requesting a medical freeze. The Club will waive the freeze fee for medical freezes.
- Your account must be in good standing.

Monthly-Billed Membership

When a monthly-billed member freezes during the first twelve months of their membership, they are billed during their freeze and the time accrued is honored at the end of their 12 month obligation

After Initial 12 Months

When a member freezes after completing the first year of membership, we will stop the billing for the duration of the freeze.

Paid in Full Membership

When in full member freeze their memberships, who have paid their membership in full, freeze, the time will be added by extending their expiration date. The freeze fee will be charged in full when the freeze is requested.

Please remember:

- A permanent locker cannot be on freeze
- Your membership cannot be frozen over the phone
- A freeze request cannot be retroactive
- Putting your membership on freeze does not extend the expiration date on personal training; this must be completed separately.

Cancellation Policy

A Fitness Forum Membership lasts a minimum of twelve months, after which time the membership may be terminated with 30 days written notice by certified or registered mail to your fitness location, or in person with a manager.

Cancellation within Initial 12 Months or 24 Months

A monthly membership can be cancelled within the initial 12 or 24 months only if:

- Member is relocating at least 25 miles away. Proof such as a lease/utility required.
- Member has incurred a medical disability. Doctor's letter identifying disability is required.
- There is a \$75 cancellation fee since term of contract has not been met.

Cancellation after Initial 12 Months

Monthly Memberships:

Members may cancel within 30 days written notice sent by certified mail or registered mail to your Fitness Forum location, or in person with a manager. Member will be billed during the 30 day notice period and is allowed to use the club during this time.

Initiation fees are non-refundable

You cannot cancel your membership over the phone

As an option to cancellation, a membership may be transferred to a friend. Please see your sales advisor. There is a \$100 transfer fee.

CONSUMER'S RIGHT TO CANCELLATION: YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITH SEVEN (7) DAYS FROM THE AGREEMENT DATE: Notice of cancellation shall be in writing subscribed by the buyer and mailed by registered or certified United States mail to the seller at the address specified in such form. Such notice shall be accompanied by the contract forms, membership cards and any other documents of evidence of membership previously delivered to the buyer. All monies paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the buyer shall also be returned within fifteen days.

ADDITIONAL RIGHTS TO CANCELLATION: You may also cancel this contract for any of the following reasons:

If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months.

If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing.

If you move your residence more than twenty-five miles from any health club operated by seller (must prove satisfactory proof of new residence) and \$75 cancellation fee.

If the services of the club cease to be offered as stated in the contract. All monies, except initiation fee, paid pursuant to such contract cancelled for the reasons in this paragraph shall be refunded provided however, that the seller may retain the expenses incurred and the portion of the total price representing the services used or completed, and further provided, that the seller may demand the reasonable cost of good and service which the buyer has consumed or wishes to retain after cancellation of the contract. In no instance shall the seller demand more than the full contract price from the buyer. If the buyer has executed any credit or loan agreement to pay for all or part of health club services, such negotiable instrument executed by the buyer shall also be returned within fifteen days. Promotional Months: Member agrees that if Member received any free months as an inducement to enter into this Agreement or as a result of referring new members, such free months shall not be considered in computing the amount of any refund to which Member shall be entitled.

MEMBER'S HEALTH WARRANTY: Member and buyer represent that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naive or abusive exercise. Member assumes full responsibility for his or her use of the facility and shall indemnify Fitness Forum, the owner of the club location the member is utilizing, its affiliates, agents and employees against any and all liability arising out of use of the facilities.

RULES, REGULATIONS, AND SCHEDULES: Member agrees to abide by all the membership rules, regulations and schedules of the Club, which may be posted at the Club or issued orally, and which may be amended from time to time, at Management's sole discretion.

PRESENTATION OF MEMBERSHIP CARD: No one will be admitted to Fitness Forum without displaying a valid membership card or registering as a guest.

INDEPENDENT CONTRACTORS: From time to time we may make available to Members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available Members or their guests for any period of time, and hereby disclaim all arising out of such services.

GUESTS: Member's guest are permitted in the club, but only pursuant to such rules, regulations, fees, schedules for such guest as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any guest whose use of the facility, in the sole opinion of the Club, would be detrimental to the Club or any of its members. All guests must sign in at the front desk.

TRANSFER OF MEMBERSHIP: Membership may be transferred, with consent of management, providing that the member terminating is current, fully paid-up and has no fees due to the Club. A transfer fee will be charged.

BUYER'S OBLIGATIONS: Buyer shall not be relieved of his obligations to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to use the Club's facilities. (Member dues are for the period of time and are no way related to actual usage of the Club.)

DISHONORED CHECK OR BANK DRAFT: If any check or credit card charge payable to Fitness Forum is not honored, Management will: (a) assess a \$25 charge for each check and credit card rejected to reimburse Fitness Forum for the costs of collections, and (b) collect the current and past-due balance in any subsequent month.

ENTIRE AGREEMENT: This contract constitutes the entire and exclusive agreement between the parties and supersedes any oral or written understanding. This contract only may be modified in a writing executed by a duly authorized representative of Fitness Forum.

UNPAID BALANCES: All balances in arrears of 30 days are subject to a monthly service charge. Any unpaid balance for membership fees, goods or services past 30 days may result in automatic suspension of club privileges. Buyer is obligated to pay any collection and/or legal costs incurred by Management for collection. Annual dues must be paid by 12:00 midnight on the anniversary date or club privileges will be suspended and a new Initiation Fee will be required. Fitness Forum reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization. Fitness Forum reserves the right to charge overdue balances to their current account under the Electronic Funds Transfer Authorization.

LOCKERS: Lockers are provided solely for the benefit and convenience of members. Management will remove any articles left in a locker overnight. Members must provide the lock. Rental lockers cannot be placed on freeze.

VALUABLES AND PERSONAL PROPERTY: Members are urged to avoid bringing valuables onto club premises. Fitness Forum shall not be liable for the loss or theft of, or damage to, the personal property of member or guests, including items left with the cost check.

CHILDREN'S USE: All children 16 years and younger must be accompanied by their parent AT ALL TIMES within the club unless in another club-sponsored, supervised activity. Some children's programs require fees to be paid in advance. Fitness Forum has the right to discontinue usage by any child whose behavior is offensive to any other member or who is unsupervised.

MEMBERSHP FREEZE POLICY: You may freeze your membership for no charge if you're medically unable to use the club and have a doctor's written notice. However, the Club must be notified in person or by certified mail at least 15 days before the next billing cycle. Any member not able to use the Club for any other reason may freeze membership by paying a membership maintenance fee of \$50.00 per month. You must promptly notify the club in person or by certified mail at least 15 days before the next billing cycle. In order to freeze membership, for any reason, you must come in and fill out a freeze form or send it certified or registered mail to Fitness Forum. It may only be done once a year for a minimum of 1 month and maximum of 3 months. This provision does not affect any right to refund and/or cancellation as specified herein. Months that are frozen shall be added at the end of the 12 month obligation period.

GROUP FITNESS RULES: Allow enough time to sign in before each class. Do not enter a class late or leave a class early unless you give the instructor prior notice. If you are just starting Group Fitness or have a Preferred Customer injury or problems that prevent full participation, please discuss the situation with the Group Fitness instructor before class. Aerobics shoes must be worn in all Group Fitness classes.

DRESS CODE: Proper athletic attire is required. No street clothes or dress shoes permitted in fitness area.

PERSONAL TRAINING: Use of Fitness Forum Personal Trainers in the Club is prohibited. Members may not personal train other members. Personal training packages expire six months after purchase date. Members must give 24 hours notice if they wish to cancel a personal training appointment or they will be charged.