

### **Gym Membership Agreement: Terms and Conditions**

It is agreed by and between The Field House (FH), located at 175 S. Thornton, Vian, Oklahoma 74962 and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party), that you are purchasing a Membership from the The FH according to the terms of this Membership Agreement and the current Membership Policies and Gym Rules and Regulations provided herewith ("Agreement").

**YOUR EFT/CC BILLING DATE:** Your Monthly Dues will be automatically billed and collected electronically once every month beginning on the date Agreement is signed 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: The Field House, PO Box 217, Vian, OK 74962 or in person at the FH. A cancellation notice postmarked at least 30 business days before your next billing date should result in no further Dues billing. A cancellation notice postmarked less than 30 business days before your next billing date may result in one more Dues billing. In either case, if such an additional billing occurs, the FH will refund that billing.

**\*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) your recurring Billing Period Dues, (2) a return fee up to \$15 for any EFT charge returned unpaid or on a credit/debit card return; (3) and any other fee for 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, 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 all Disputes, the Release and Waiver of Liability and Indemnity, and all other Additional Terms and Conditions and the current Membership Policies and Gym Rules and Regulations provided herewith. The FH 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. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and the FH. Any conflict between the original Agreement and any copy shall be controlled by the original Agreement.

The FH recommend that you consult your physician prior to beginning any exercise or weight loss program. Buyer consents to receiving telephone calls and/or emails from the FH, 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.

**NOTICE OF CANCELLATION RIGHTS:** You may cancel this contract for any reason at any time prior to midnight of the third business day (any calendar day except Sunday or a legal holiday) after the date on which the first service under the contract is available to you (i.e., the date of purchase). Your written notice may be in any written format sufficient to communicate your desire to cancel and shall be delivered in person to the club of enrollment, or postmarked by certified or registered U.S. mail to The Field House at PO Box 217, Vian, OK 74962, such 3-day period.

**NOTICE:** Dues Memberships are authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize the FH 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 the FH 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 the FH 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 the FH hereunder shall be mailed (recommended certified or registered, return receipt requested) to The Field House, PO Box 217, Vian, OK 74962. A cancellation notice should include sufficient information to identify Member, such as barcode number, name, address and/or email address. 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 the FH 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.

You (individually, if you are the Member, and as agent and/or guardian of Member) agree that Member, Member's family members, and any guests and invitees shall be bound by this Agreement and the FH Membership Policies and Gym Rules and Regulations provided herewith for the usage of the gym facilities. You agree that the Membership Policies and Gym Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of the FH and any such changes shall become immediately effective upon posting in the gym facilities. Dues will be in the amount indicated. 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, the FH may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided herein. 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 Oklahoma.

**IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY.** You hereby acknowledge and agree that use by Member and/or by Member's minor children of the FH facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of Member and Member's minor children being permitted to enter the facility for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds the FH, its directors, officers, employees, and agents harmless 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 Member's person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of the FH or otherwise, to the fullest extent permitted by law, while Member or Member's minor children are in, upon, or about the FH premises or using the FH gym, services or equipment. Member also hereby agrees to indemnify the FH from any loss, liability, damage or cost the FH may incur due to the presence of Member or Member's children in, upon or about the FH premises or in any way observing or using any facilities or equipment of the FH whether caused by the negligence of Member(s) or otherwise. You represent (a) that Member and Member's minor children are in good physical condition and have no disability, illness, or other 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. Such risk of injury includes (but is not limited to): injuries arising from use by Member or others of exercise equipment and machines; injuries arising from participation by Member or others in supervised or unsupervised activities or programs at the FH gym; injuries and medical disorders arising from exercising at the FH gym such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in Club dressing rooms, showers and other facilities. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oklahoma and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

**Agreement to Arbitrate all Disputes. IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND THE FH ("FH" AS USED IN THIS PROVISION INCLUDES The Field House, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND THE FH CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOU, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND THE FH ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND THE FH. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY THE FH IN WRITING, BY MAIL TO The Field House, WITHIN 30 DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES 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,

The FH 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 THE FH 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 \$15.00 service fee for any item or direct charge memo not paid by your financial institution or account when presented for payment by the FH. An active Membership in good standing may be placed on an inactive status (frozen) pursuant to THE FH's current policy. If the FH facilities are unavailable to Member for a continuous period over 72 hours, the FH Membership (upon request) may be extended for a period equal to the time of such unavailability. The FH in its sole and absolute discretion, reserves the right to close the facility and/or change existing facility rules, regulations, conditions, guidelines, gym facilities, classes, programs and hours of operation. Classes, gym 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.

#### FH MEMBERSHIP POLICIES AND GYM RULES AND REGULATIONS

The following Membership Policies and Gym Rules and Regulations ("Rules and Regulations") are a part of the Membership Agreement (the "Agreement"). You, the Member, agree to abide by the Rules and Regulations and other rules as posted. The FH may change the Rules and Regulations without notice at any time. The FH will post any such changes at the gym. The Rules and Regulations and any individual gym rules apply to Members and their family members, guests and invitees (collectively, "guests") while in, on or about the gym premises. In the event Member or any of Member's guests violates any terms or provisions of the Agreement or the Rules and Regulations, the FH may suspend their right to use the gym facilities and the services until such time as Member, or Member's guests, have abided by and fully complied with such terms and provisions. 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 guests, thereafter violates any of the terms and provisions of the Agreement or the Rules and Regulations, the FH may terminate Member's Membership and the right to use the gym facilities without reimbursement. The RAC and TF reserve the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any. Membership types and services are subject to change without notice. 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.

#### FEE GUARANTEE

Membership fees may be modified from time-to-time by the FH. However, no membership fee change will be applicable to you during the initial term of this Agreement (but will be effective for any renewal periods.)

#### MEMBERSHIP PRIVILEGES

You will be admitted to the gym, locker/showers and other designated facilities at no additional charge, as same may be available from time-to-time. Membership does not cover private lessons, some specialty classes, special programs, or rentals, some or all which may be available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment etc. will be available at all times. Memberships are not assignable or transferable.

## GUEST PRIVILEGES

Member may bring up to two guests per month, age 14 or older, to use the club with Member once per month. Guest fee will need to be paid in full prior to guest entering the gym. Guest fees will be posted in the gym and are subject to change.

## RULES AND REGULATIONS

1. Upon entering the gym, 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, the FH may prohibit your use of the facilities or may charge a guest fee for use of the facilities for that day.
2. All guests must sign a medical and injury release form prior to using the club facilities and follow all Rules and Regulations. All guests must prove that they are at least 18 years of age or older or are at least 14 years of age and accompanied by a parent or legal guardian. Guest fees are subject to change without notice. The FH 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 gym use, all Members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other Members or gym employees, agents and contractors. Threatening or violent conduct is prohibited.
4. Gym hours will be posted and subject to change. Generally, gym hours will be from 5am to 10pm daily. The facility and the gym may be closed or have limited hours on major holidays. Gym hours may be restricted from time to time..
5. Members and guests will abide by and fully comply with the FH dress code for proper attire on the premises. In addition, for safety reasons, the FH may post recommended, but not required, attire.
6. No Member or guest may coach or train other Members or guests (as determined solely by FH).
7. From time to time, the FH may permit independent contractors to offer products or services to Members. The FH 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. Members should not bring valuables, including money, onto the premises, lockers or parking areas. Each Member understands and agrees that the FH is not liable to Member or guests for any personal property that is lost, damaged or stolen while on or around the premises, including but not limited to, any vehicle or its contents, or any property left in a locker.
9. Members and guests may not bring illegal drugs or alcoholic beverages onto the FH premises.
10. The front desk telephone may only be used by guests or Members in the event of an emergency. Cell phone usage and photography is prohibited in the locker rooms.
11. Members and guests will abide by any additional FH rules and regulations posted.
12. An active FHMembership in good standing may be placed on an inactive status (frozen) pursuant to the FH then current policy.
13. Member is liable to the FH for any club damage caused by Member or Member's guests.
14. The FH may suspend or terminate Member's right to use the facilities and services if Member or Member's guests violate this Agreement or engage in other misconduct in or about the facility. Member shall not be entitled to any refund, credit or abatement if such a breach of the Agreement occurs.
15. The FH reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any.

Membership Signature Date

Print Name