

TERMS AND CONDITIONS

1 *Membership Privilege*: Membership is a contractual privilege to use the facilities offered by the Club during the Club's hours of operation. The Club reserves the absolute right to initiate, change or eliminate facilities, services and programs, and to change its hours of operation.

2. *Rules and Regulations*. Client agrees to abide by all rules and regulations currently in effect or which may be promulgated by the instruction staff relating to the operation and use of Sweat equipment, facilities and services.

3. *Use of Club*. We have no expertise in diagnosing or treating any medical conditions. You should consult with your physician before using our services, whether you are generally in good health, or have a history of health issues, including heart disease. You agree not to use the club if you have any condition that poses a threat to the health or safety of yourself or others, including inability to maintain personal hygiene, open cuts, or sores. We reserve the right to make the final decision in this regard.

4. *Client Health*. Client represents and agrees that [he/she] is in good physical condition and able to use the equipment, facilities and services provided and to take the exercise recommended; that Client will use the equipment, facilities and services and take advice at Client's own risk; that Sweat shall not be liable to Client, or anyone claiming through, or for Client, for any injury sustained or received by Client as the result of the use of the equipment, facilities and services, or the exercise prescribed; and that Sweat shall be liable to member, or anyone claiming through, or for member, only for gross negligence.

5. **DISCLAIMER OF LIABILITY**. I represent: (a) that I understand that use of Sweat's facilities, services, programs, and premises includes an inherent risk of injury to persons and property; (b) that I am in good physical condition and have no disability, illness, or other condition that could prevent me from exercising without injuring myself or impairing my health; and (c) that I have consulted a physician concerning an exercise program that will not risk injury to myself or impairment of my health. Such risk of injury includes, but is not limited to, injuries arising from use by me or others of exercise equipment and machines, injuries arising from participation by me or others in supervised or unsupervised activities or programs throughout the Sweat facility; injuries and medical disorders arising from exercising at Sweat such as heart attacks, strokes, heat stress, sprains, broken bones and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in the facility including (without limitation) locker rooms, massage rooms, showers, and dressing rooms. I agree to disclose any special requirements or limitations to Sweat when seeking help in establishing an exercise program. I agree that all the exercises and use of Sweat's facilities, services, programs, and premises are undertaken by me at my sole risk. I release and hold Sweat and its owners, employees and agents harmless from, and assume all responsibility for, all claims, demands, injuries, damages, actions or causes of action, to persons or property, arising out of or connected with my use of the Sweat's facilities, premises, services or programs.

6. *Electronic Funds Transfers*. If you have elected EFT, you are authorizing us, or our agents, to make charges or withdrawals to the accounts you have specified for all payments permitted under this Contract. Additionally, you are authorizing us to increase our charges/withdrawals in accordance with this Contract. You are entitled to notice of all varying charges/withdrawals and you specifically waive your right to receive prior notice for increased charges/withdrawals made in accordance with this Contract. If for any reason you do not continue to make your payments through EFT, you agree to make payments through our regular payment plan. Your EFT election will remain in effect unless and until you have fully paid for any non-renewable goods, services or membership or until you give written notice that you revoke this authorization to us at the facility. You agree that we must have a reasonable opportunity to act on that notice.

7. *Dishonored Check/EFT Charge*. Where permitted by law, in the event of (a) any dishonored or returned check or other item, or (b) any electronic payment authorized by Buyer which is rejected or not honored for any reason, Buyer agrees to pay a \$25.00 fee or other permitted maximum amount, along with any costs and expenses incurred in connection with the collection of such check, other item or electronic payment.

Member's Initials: _____

MEDICAL PROFILE

Do you or have you suffered from any of the following?

High Blood Pressure Heart Condition Lung Problem Nausea
Epilepsy Condition Diabetes Back Pain

If so, give details: _____

Have you had any serious accidents or operations? _____

Are you taking any medication at present? If so, give details _____

Are you troubled with joint pains and / or arthritis? If so, give details: _____

Do you smoke? _____ How often? _____ Do you drink? _____ How often? _____

Who is your Doctor? _____

Dr.'s Telephone No: _____

EXERCISE PROFILE

How would you describe your general physical activity level? (Check appropriate box)

Sedentary Light Moderate Intensive

What form of exercise (if any) have you done over the last two years?

What other programs have you tried in the last 5 years?

Are there any exercises or training methods that bother you? If so, please explain:

What aspects of your Health & Fitness would you like to concentrate on?

- | | |
|---|--|
| <input type="checkbox"/> Cardiovascular | <input type="checkbox"/> Supplementation |
| <input type="checkbox"/> Weight Loss | <input type="checkbox"/> Accountability |
| <input type="checkbox"/> Sport specific | <input type="checkbox"/> Lifestyle Change |
| <input type="checkbox"/> Body Image | <input type="checkbox"/> Reducing Body Fat |
| <input type="checkbox"/> Flexibility | <input type="checkbox"/> Confidence |
| <input type="checkbox"/> Weight gain | <input type="checkbox"/> Other |
| <input type="checkbox"/> Stress reduction | _____ |
| <input type="checkbox"/> Muscle Tone & Strength | _____ |
| <input type="checkbox"/> Nutrition | |
| <input type="checkbox"/> Diet Journaling | |

Member's Initials: _____



MEMBERSHIP AGREEMENT

8. *Non-Refundable.* Despite the fact that Sweat has agreed to accept the fee due in a payment plan, the fee remains non-refundable and will only be refunded to client in the sole discretion of Sweat. Except as prohibited by law, the fee remains non-refundable even if the Client is injured, relocates, or for any other reason is not able to complete the workouts which are part of the plan. Client specifically waives any defenses of impracticality or impossibility

9. *Late Fees.* In the event that any scheduled payment is more than one (1) day late, Sweat reserves the right to charge a late fee of \$25.00 for each day the payment is unpaid.

10. *Costs of Collection.* In the event that of any non-payment under this agreement, Client shall be responsible for any and all costs of collection, including attorney fees incurred by Sweat as a result of the non-payment.

11. *Non-assignable.* Client cannot cancel this agreement or assign this agreement, his or her membership or privileges to any other person. Client's failure to use the facilities or services of Sweat shall not relieve member from the obligation to make full payment of the prescribed fee. Any unused sessions at the end of the agreement term shall automatically expire and may not be carried over or assigned to anyone else.

12. *Termination:* Sweat may suspend or terminate my membership at any time by giving member written notice of termination. If the Club terminates my membership, I shall immediately surrender my membership card, and will remain liable for all unpaid dues against my account, and Sweat will refund any dues prepaid for the period after the date of termination.

13. *Trade Secrets.* Client acknowledges that the training and nutrition program of Sweat constitutes the trade secret and intellectual property of Sweat. Client agrees not to duplicate the program, or use the program for his or her direct or indirect financial gain.

14. *Severability.* If any part of this agreement shall be held to be unenforceable, the remainder of the agreement shall nonetheless remain in full force and effect.

15. *Entire Agreement/Modification.* This membership agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this contract shall not be binding upon either party except to the extent incorporated in this contract. Any modification of this contract or additional obligation assumed by either party in connection with this contract shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

17. *Governing Law.* This contract shall be governed by and construed in accordance with the laws of the State of Arizona and the exclusive venue for any action related to this agreement shall be the Superior Court of Arizona for Maricopa County.

18. *Representations by Client.* Each of the agreements and representations of Client is a material inducement for Sweat to enter into this agreement, and Sweat may terminate this agreement and the membership if any of Client's agreements are not fulfilled or Client's representations are not correct. The use of any equipment, facility or service of the club may be curtailed or denied whenever the instructor in his or her discretion believes the use might be detrimental to the Client's health or well-being.

NOTICE TO CUSTOMER

You are entitled to a copy of this contract at the time you sign it. You may cancel this contract at any time before midnight of the third operating day after receiving a copy of this contract. If you choose to cancel this contract, you must either: 1. Send a signed and dated written notice of cancellation by certified mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to: Sweat, a Rogers, LLC at 42105 N. 41st Dr., Ste. D-120 Anthem, Arizona 85086.

If you cancel this contract within the three-day period, you are entitled to a full refund of your money. If the third operating day falls on a Sunday or holiday, notice is timely given if it is mailed or delivered as specified in this notice on the next operating day. Refunds must be made within thirty operating days of receipt of the cancellation notice by the health spa. 'Operating day' means any calendar day on which patrons may inspect and use the facilities and services of the health spa during a period of at least eight hours.

I have read and understand the terms and conditions contained in this Membership Agreement and the Terms and Conditions contained on the back of this agreement.

Date: _____

Client Signature: _____

Parent/Guardian Signature (if client is a minor): _____