

Lifted Movements Member Policies

Fees and Dues

Enrollment Fee: To establish and qualify for membership, member agrees to pay a one time enrollment fee of \$25. Enrollment fee is non-refundable.

No Show and Cancellation Policy

Lifted Movements values ours and our customers' time and their busy schedules. As such, we have strict policies for no-shows and cancellations. We require a 24 hour advance notice of cancellations and charge a fee for the *full amount* of the listed service price for missed appointments and appointments cancelled with less than 24 hours advance notice.

Buyer Right to Cancellation

You may cancel this contract without any penalty or further obligation with written notice by certified or registered mail provided to Lifted Movements within (2) days from the agreement date only.

BUYER AND MEMBER EACH HEREBY ACKNOWLEDGE RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH MEMBER/BUYER AND SELLER. MEMBER/BUYER AND SELLER EACH ACKNOWLEDGE THE ADDITIONAL MEMBERSHIP AGREEMENT TERMS SET FORTH ON THE FOLLOWING PAGES.

1. CONSUMER'S RIGHT TO CANCELLATION. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) 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.

2. ADDITIONAL RIGHTS TO CANCELLATION; You may also cancel this contract with 45 days written notice by certified or registered mail for any of the following reasons:

a) 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.

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

c) If you move your residence more than twenty-five miles from any health club operated by seller (must provide satisfactory proof of new residence)

d) If, within the first twelve months of your membership, your employment is involuntarily terminated without cause (must provide a letter from former Employer confirming termination of employment and reason for termination); provided that any Member canceling under this sentence shall be required to pay an early termination fee of \$100.

e) If the services of the Club cease to be offered as stated in the contract.

f) 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 goods and services which the buyer 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 the 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.

3. 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 naïve or abusive exercise.

Member assumes full responsibility for his or her use of the facility and shall indemnify Lifted Movements, 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.

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

5. 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 to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.

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

7. TRANSFERS OF MEMBERSHIP: Membership may not be transferred.

8. UPGRADING MEMBERSHIPS: A Member may upgrade his or her membership (e.g., Select to All Access) with the prior consent of management; provided Member/Buyer will be responsible for paying an upgrade fee and for the ongoing payment of any additional monthly fees associated with such upgrade.

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

10. ENTIRE AGREEMENT: Except for the rules, regulations and schedules posted at the Club or issued orally by Lifted Movements from time to time at its discretion, all of which are incorporated into this agreement, this contract constitutes the entire and exclusive agreement between the parties relating to the subject matter hereto and supersedes any

oral or other written understanding. This contract only may be modified in writing executed by a duly authorized

representative of Lifted Movements. Employees are not authorized to make any independent agreements with any Member/Buyer.

11. **UNPAID BALANCES:** Members will not be permitted to use the facility until all fees are current. Buyer and/or Member is obligated to pay any collection and/or legal costs incurred by Lifted Movements for collection of any fees. Annual dues must be paid by 12:00 midnight on the anniversary date or facility privileges will be suspended and a new

Initiation Fee will be required. Lifted Movements reserves the right to charge balances and overdue balances to their current account under the Electronic Funds Transfer Authorization. If any check or credit card charge payable to Lifted Movements is not honored, Management will assess a \$25 charge for each check and credit card rejected and collects the current and past-due balance in any subsequent month. To the extent that Buyer and Member is not the same person, Member shall be obligated to make all payments that Buyer fails or has failed to make (including past and future payments for use of the facility).

12. **GROUP FITNESS RULES:** Allow enough time to sign in before each class. Do not enter a class late or leave early unless you give the instructor prior notice. If you are just starting Group Fitness or have a pre-existing 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.

13. **DRESS CODE:** Proper athletic attire and footwear required. No street clothes or dress shoes permitted in fitness area. Management has the right to prevent the use of any equipment if the proper attire is not worn.

14. **PERSONAL TRAINING SESSIONS:** All sales of personal training sessions are final and non-refundable.

Personal Training sessions expire
180 days from the date of purchase.

15. **NON-LIFTED MOVEMENTS PERSONAL TRAINERS:** Use of non-Lifted Movements Personal Trainers in the Club is prohibited. Members may not personal train other members.

16. **PRICING:** After the first 12 months of membership, Lifted Movements reserves the right to increase the monthly or annual fee and will provide 30 days' notice to all Members regarding any such change in pricing; provided that pricing for Members who joined as part of a corporate program are subject to the pricing agreement between Seller and Member's employer or corporate sponsor.

17. **REVOCAION OF MEMBERSHIP:** Lifted Movements reserves the right to revoke and cancel this membership at any time for any reason, in which case Buyer/Member will, no later than fifteen (15) days after such cancellation, receive a refund of all monies paid pursuant to this Agreement (except initiation fee), provided that Seller may retain expenses

incurred or the portion of the total price of this Agreement representing the services used or completed, and provided further, that Seller may demand the reasonable cost of goods and services which the Buyer/Member has consumed or wishes to retain after cancellation.

18. **WAIVER OF LIABILITY:** Member assumes full responsibility for his or her use of the facility and releases Lifted Movements from any and all claims, including those caused in whole or in part, by the negligence of Lifted Movements and shall indemnify Lifted Movements, its affiliates, agents and employees against any and all liability arising out of use of the facilities