

**SWITCH FITNESS LLC
MEMBERSHIP AGREEMENT**

Full Name: _____ Male Female
Home Address: _____
City: _____ State: _____ ZIP: _____ Date of Birth: _____ Home Phone: _____
Cell Phone: _____
Email Address: _____

Emergency Contact Name: _____ Relation: _____
Address: _____ Phone: _____

How did you hear about us? _____

Date Member signed Membership Agreement ("Agreement"): _____

Health Studio Operator Information ("Switch"): _____

Switch Fitness LLC
10301 Upton Court
Elk Grove, CA 95624
switchfitness@gmail.com

*All notices of cancellation shall be mailed, emailed, or delivered in person to Switch at the contact information above in accordance with the terms of this Agreement.

The individual identified in the first paragraph of this Agreement ("Member"), desires to become a member of Switch, and agrees to the following terms and conditions:

1. PARQ: Member represents and warrants that all facts stated in the Physical Readiness Questionnaire ("PARQ") submitted by Member are true and correct. the PARQ is incorporated herein by reference and made a part of this Agreement.

2. PAYMENT OF MEMBERSHIP FEES. Member hereby agrees to the following membership plan:

- 1-Year Membership
Payment Due: \$ _____
- 6-Month Membership
Payment Due: \$ _____
- Class Package (a "Class" or all in a package the "Classes")
Number of Classes: _____ Class Description: _____

Notwithstanding any other provision of this Agreement to the contrary, if Member purchases Classes, Member's use of the Facilities shall only be limited to attendance of the Classes and use of the Facilities during the time Member attends a Class.

No refunds will apply, except as otherwise indicated in this Agreement. A new Agreement must be signed after expiration of first 1-year or 6-month term, or after Member attends all Classes.

3. **TERM.** The term of the Member's membership is either one (1) year for the Annual Membership, six months for the 6-month Membership, or until member attends all Classes (as applicable, the "Term").

4. **DEFAULT/REMEDIES.** Any monthly payment received more than ten (10) days after the due date shall be subject to a late charge of ten percent (10%) per annum of the amount due.

5. **MEMBERSHIP ACCESS AND FACILITY.** Member will be issued an access code, which will entitle Member to enter the premises and enjoy the use and benefit of the facilities of Switch located at 10301 Upton Court in Elk Grove, California (collectively, the "Facility"). Member agrees not to allow any other person access to the Facility using Member's access code, and Member will not allow anyone to enter the Facility along with Member unless that person also has a membership. Member agrees to safeguard the identity of the access code. Should Member violate any conditions of membership access, the membership may be revoked and this Agreement may be cancelled with no refund, and criminal prosecution may be applicable.

6. **EQUIPMENT AND HOURS OF OPERATION.** The Facility contains a men's and women's changing area, a large exercise room, and a small personal training room. The Facility also contains equipment such as hand weights, medicine balls, resistance banks, and bolsters and straps for yoga. Except when there is an attendant present to perform personal training services or teach a class, the Facility is an unmanned fitness center and, except for any closures for maintenance or any mandatory shutdowns by property management or any governmental authority, is open from:

Monday through and including Sunday (excluding Federal holidays)

_____ AM to _____ PM

7. **PERSONAL TRAINING.** Switch offers no personal training. If Member wishes to arrange for personal training with another member or third party, such arrangement shall be solely and exclusively between Member and the trainer. Switch is not a party to any arrangement between members of Switch for personal training. Switch shall not be liable in any way for results or lack of results obtained from any personal training arrangement activities between its members. All releases and waivers of liability as outlined in this Agreement shall apply to all fitness activities in which Member engages, regardless of any arrangement between members for personal training. Any introduction made by Switch personal to Member and a personal trainer shall not be considered by Member to be an endorsement of the trainer by Switch. No member of Switch who is a personal trainer shall represent himself or herself to be an employee or an affiliate of Switch in any way other than as a member of the Facility. No member may use the Switch name or logo for any purpose.

8. **INDEMNIFICATION/RELEASE AND WAIVER OF LIABILITY.** Member recognizes that there are hazards and risks connected with physical fitness training. These risks include, but are not limited to, abnormal blood pressure, fainting, heart disorders and heart attack, dehydration, heat exhaustion, sprains, muscle strain, blisters, stress fracture, shin splints, tendonitis, cartilage tears, bursitis, back pain and bruising of joints. Exercise beyond one's physical limits and/or accidents involving exercise equipment may result in serious injury or even death. Member agrees to defend, indemnify and hold harmless Switch against any loss, damage or expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of any act or omission of Member. Member further agrees to release Switch and its owners, officer, agents, employees and/or affiliates from all liability arising out of injury to Member or any

third parties, and further agrees to defend, indemnify and hold Switch, its owners, officers, employees and/or affiliates free and harmless from against the same. Member acknowledges that surveillance cameras are in use for the protection of the Facility, its equipment and its members. Member hereby consents to being photographed and/or recorded for such purposes.

Member Initials

9. RULES AND REGULATIONS. Member acknowledges that Switch operates under rules and regulations established for the safety and protection of its members and agrees to be bound by such rules and regulations, as well by the rules and regulations subsequently approved and posted or otherwise published by Switch. Such rules and regulations in effect from time to time are incorporated into this Agreement by reference. Facilities, equipment, hours, service, regulations and policies are subject to change from time to time, without prior notice (written or verbal), in the sole discretion of Switch. Member agrees to accept such reasonable change as a condition of membership. Member additionally recognizes:

- (a) Member shall not move exercise equipment or use the equipment in any manner not authorized by Switch;
- (b) Member shall wipe down all equipment after each use;
- (c) Member must be at least eighteen (18) years of age, unless otherwise authorized by Switch;
- (d) Member shall conduct him/herself in a quiet and polite manner, and not interfere with the use and enjoyment of the Facility by any other member;
- (e) Member shall not use profanity or indecent language, and similar behavior or language will not be tolerated;
- (f) Member shall not act in any way that is harmful, dangerous, or abusive;
- (g) Switch shall not be responsible for any lost or stolen items;
- (h) Member shall not occupy any equipment for an extended period, and shall allow others waiting to use such equipment to work into their rotation;
- (i) Member shall not change or seek to change any environmental controls and shall never prop open any doors or windows to the Facility for any purpose.

10. PROHIBITED ACTIVITIES. Alcohol, drugs (including steroids), and smoking are prohibited within the Facility. Member agrees not to use the Facility or engage in any activity at Switch while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment. No weapons of any kind are allowed. No photography, videotaping, filming or audio recording is permitted within the Facility without the express written consent of Switch's management. Switch reserves the right, in its sole discretion, to limit the consumption of food or beverages, or to the use of outside equipment within the Facility. Gambling or gaming is prohibited within the Facility or on the premises.

11. DRESS/TOWEL POLICY. Switch requires that members wear appropriate clothing and footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear and sweat outfits. Street clothing and jeans are not considered appropriate clothing. Street shoes and black-soled shoes are prohibited within the Facility. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use.

12. MEMBERSHIP TYPES; FITNESS CLASSES. Switch offers a full access membership if Member purchases a 1-year or 6-month membership, and access to attend only classes if Member purchases individual classes. Member acknowledges that space for attendance of classes may be limited and is not guaranteed.

13. COUNTERPARTS; HEADINGS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

14. BINDING EFFECT; SEVERABILITY. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns. If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

15. ENTIRE AGREEMENT. This Agreement, including the schedules, lists and other documents referred to in this Agreement which form a part of this Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement. There are no restrictions, promises, warranties, covenants or undertakings, other than those set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to each subject matter.

16. GOVERNING LAW; FURTHER ASSURANCES. This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of California. The parties agree to execute such further documents as may be necessary, proper or convenient, to fully effectuate the terms of this Agreement.

17. SUSPENSION AND TERMINATION. Switch may suspend or terminate Member's membership and this Agreement at any time, in its sole and absolute discretion, for non-payment of membership fees or for violation of any of Switch's policies and procedures, and Switch assumes no further liability under this Agreement in the event of such termination.

18. ACCEPTANCE OF TERMS. Member acknowledges that he/she is entitled to use the Facility within the scope of the membership selected, and Member is obligated to pay the membership fees regardless of whether Member uses Facility. Member shall immediately update Switch of any change in Member's contact information (including address, telephone number or email address) or change in credit card information.

19. ARBITRATION. To the maximum extent permitted by law, any dispute arising out of or relating to this Agreement shall be settled by arbitration in Sacramento County, California, before one (1) arbitrator who shall be a retired judge admitted to practice law in the State of California. The arbitration shall be administered by JAMS (or any like organization successor thereto) pursuant to its Streamlined Arbitration Rules and Procedures. The arbitrator shall follow any applicable federal law and California state law in rendering an award. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator's decision shall be final and binding to the fullest extent permitted by law and enforceable by any court having jurisdiction thereof.

Member Initials _____

20. REFUND POLICY. All membership fees paid pursuant to this Agreement shall be refunded within ten (10) days after receipt of the notice of cancellation by Switch, except that payment shall be made for any health studio services received prior to cancellation.

21. CANCELLATION POLICY UPON DEATH/DISABILITY. If, by reason of death or disability, Member is unable to receive all services for which Member has contracted under this Agreement, he/she and his/her estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability, and that if he/she has prepaid any sum for services, so much of such sum as is allocable to services he/she has not taken shall be promptly refunded to him/her or his/her representative. "Disability" means a condition which precludes the Member from physically using the facilities and the condition is verified by a physician.

22. CANCELLATION POLICY UPON MOVING. If Member moves further than twenty-five (25) miles from the Facility and is unable to transfer the Agreement to a comparable facility, Member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if Member has prepaid any sum for health studio services, so much of such sum as is allocable to services Member has not taken shall be promptly refunded. If Member moves further than twenty-five (25) miles from the Facility and is unable to transfer the Agreement to a comparable facility, Member may be charged a predetermined fee not exceeding one hundred dollars (\$100), or, if more than half the Term of the Agreement has expired, Member may be charged a predetermined fee not exceeding fifty dollars (\$50).

23. CANCELLATION POLICY AFTER SIGNING. Member may have more time than indicated directly below in the CANCELLATION NOTICE to cancel this Agreement depending on the membership fees required to be paid to Switch under this Agreement. If the total value is:

- (a) Between \$1,500 and \$2,000, Member has 20 days to cancel the Agreement;
- (b) Between \$2,001 and \$2,500, Member has 30 days to cancel the Agreement; and
- (c) Equal to or greater than \$2,501, Member has 45 days to cancel the Agreement.

CANCELLATION NOTICE: YOU, THE BUYER, MAY CHOOSE TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OF THE HEALTH STUDIO AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL, EMAIL, OR DELIVER A SIGNED AND DATED NOTICE THAT STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. THE NOTICE SHALL BE SENT VIA FIRST-CLASS MAIL, VIA EMAIL FROM AN EMAIL ADDRESS ON FILE WITH THE HEALTH STUDIO, OR DELIVERED IN PERSON TO SWITCH FITNESS LLC AT 10301 UPTON COURT, ELK GROVE, CA 95624.

TERM NOTICE: The initial term of the Agreement is either one (1) year for the Annual Membership, or monthly (30 days) for the Monthly Membership, as selected in Paragraph 3 of this Agreement.

Date: _____

Member's Signature

I, Member, have read the Agreement and agree to be bound by all such terms and conditions. I further acknowledge I received a fully executed copy of this Agreement upon signing.

Date: _____

Signature of Switch Fitness LLC Member/Manager