All the membership rules contained herein apply equally to members, temporary members and guests alike.

Fitness for Life

All reference to the 'Club' refers to [Fitness for Life], its staff, employees, sub-contractors, agents and representatives.

Members of the club are bound, as a condition of membership, to comply with the rules set out below. This is to ensure that the facilities are properly and safely used and that all members have full advantage of them without interfering with the enjoyment of others.

Membership

All memberships are Non-Transferable & Non-Refundable.

Fitness for Life is a private members club and the management reserve the right to refuse membership to any individual without cause.

By joining the club, members automatically accept and agree to be bound by these conditions of membership.

The club may withdraw use of all or part of the club for the purpose of undertaking maintenance work or any other work considered necessary.

Entry will only be permitted to those with a valid membership, in date and in credit. If you have an amount due to be paid on your account, your key fob will become inactive after a five-day grace period.

As a member you agree to comply with the rules of the club with regards to use of the facilities, hours of access, and your conduct. The club may make reasonable changes to these rules, from time to time and will be posted on the website and interior of the gym. It is your responsibility to be aware of our current rules.

In the event of a breach of membership rules and regulations the Club reserves the right of admission and may reserve the right to require any member or guest to leave the premises. Any member found in breach of rules or committing an illegal act, including theft, vandalism, intentional property damage, or disorderly conduct, will be asked to permanently leave the club and be barred from ever entering the club again.

Official Fitness for Life rules stated in our membership application

1. ALL members *(even family members)* must check-in with their ***own*** fob when entering.
2. Members may not "tailgate" into the gym off someone else's fob entry.
3. Allowing guests into the gym after office hours is prohibited.
4. Members may not allow a friend or family member to utilize their key fob.
5. Key fobs are linked to your account, and will not work if payment is due.
6. Guests must be approved by the office staff, and are allowed only during office hours, and must fill out a guest application by the office door.
7. Automatic membership dues are processed on the first business day of the month.
8. A $10 NSF charge will be applied for any denied automatic charges.
9. Membership dues and personal training dues are *non-refundable*.
10. Outside Personal Trainers are not allowed to conduct services on premises.
11. Youths age 10-13 must be accompanied and *closely* supervised by an adult.

(under 10 are not allowed to join or exercise in the gym – they may sit in lobby chairs)

12. Youths age 14-15 may come independently during office hours only.
13. Members age 16 -19 have limited facility access to: 5am-9pm, unless accompanied by a parental guardian.
14. Closed-toe shoes and shirts must be worn in the gym. *(No sandals or Crocs) (exceptions are during Yoga class, Pilates class, and kickboxing the bag)*
15. KEEP YOUR SHOES ON YOUR FEET AT ALL TIMES.
16. Barbell collars must be used to prevent injury and damage to the facility.
17. Open wounds must be covered to prevent infection.
18. Personal music players must be in-ear (not audible to other customers).
19. Never attempt heavy lifts without a spotter.
20. Uncontrolled dropping of free weights or Cybex weights is loud and disruptive, and not allowed. Bumper plates may be safely dropped from waist height in the green room only.
21. Protective hand gear must be worn when using boxing equipment.
22. Independent exercise is not allowed in the green room when class is in session.
23. Tobacco products and alcohol consumption are not allowed.
24. Visible weapons are not allowed on the premises.
25. Photography and video that includes other members is not allowed without their explicit consent.
26. Training and massage appointments must be cancelled with a 12-hour notice.
27. Memberships are ongoing, and in-activations must be made in ***writing, email, or text*** before the 1st of the month.
28. Fitness for Life staff has the authorization to prohibit a member from performing any exercise they deem unsafe to the member or poses a risk to other members.
29. Any member may be suspended for violations of the above rules, or for reasons of harassment, violence, vulgarity, profanity, threatening behavior, theft, lewd conduct, vandalism, or any other reason deemed inappropriate by the management.

ACH bank draft Payments

On selecting the automatic monthly membership option, members will be required to pay the associated registration fee and the 1st month membership fee (pro-rated) in advance. Members are required to agree to the normal terms and conditions of payment.

This is a recurring monthly charge. Membership Fees will be debited from the members account, using their given bank routing number and account numbers, on the first business day of each month. Memberships are on-going with no end date, and it us solely up to the member to inactivate or pause their membership by providing written notice via email (info@fitnessforlife.biz), text to 256-541-2232, or mail. Requests must be made before the first of the month. Any request made on or after the first day of the month will result in a full monthly charge for that month with no refund given.

Members are required to keep funds in their account to meet these payments. In the event the bank draft fails to process due to insufficient funds, payments will automatically be re-submitted in an attempt to collect. If membership payment fails a second time, the membership will automatically go inactive and all membership privileges will be revoked for all family members. In the event bank draft fails to process due to other reasons, the membership will go inactive, and we will reach out for alternative payment options. Fitness for Life reserves the right to cancel membership if payment is not received. Key fobs are linked to the account, and access to the facility will be denied until said payment is received, and if payment is not received, the account will stay inactive. It is up to the customer to inform Fitness for Life of any changes in the bank or credit card information to prevent denied charges. Denied ACH or credit card charges are subject to a $10 fee.

Termination Policy

Memberships are on-going with no end date, and it us solely up to the member to cancel or pause their membership by providing written notice via email (info@fitnessforlife.biz), text to 256-541-2232, or mail. Requests must be made before the first of the month. Any request made on or after the first day of the month will result in a full monthly charge for that month with no refund given. Memberships are not dependent on gym visits. Therefore, usage of Fitness for Life facilities and equipment is irrelevant to membership status or refunds.

Lockers

Lockers are provided for the use of members and their guests on a daily basis only. They may not be used overnight. Any lock left by a member for a period of 1-week is subject to being cut off by the gym. The club will have no liability for goods taken from the changing rooms or lockers.

Hours

Members age 20 and up have 24/7 key fob access to the gym. The facility is never closed on holidays. However, in the event of a power outage, the key fob door-latch mechanism will not work, and therefore, access to the facility may become limited at that time.

Members age 16-19 have limited key fob access from 5am – 9pm. They are required to leave the facility at 9pm.

Members age 14-15 may utilize the facility independently during office hours only (Monday – Thursday 8am – 7pm, Friday – Saturday 8am – 12pm). Outside of those hours, they are allowed to come with parental supervision.

Members age 10-13 must always come with a parental guardian (not an older sibling). And they must be closely supervised in the gym.

Safety & Hygiene

Throughout the course of your membership with the club, regular health and medical screening should be sought from your General Practitioner.

Before using the fitness facilities, you have the option to go through a basic equipment orientation with one of the fitness staff to ensure that you understand the equipment and adopt a safe training regime that suits your needs. This booking is your responsibility to schedule.

If you feel dizzy, faint, unwell or feel any unusual pain then you must stop exercising and inform a member of staff immediately.

Exercising alone in the gym after office hours is not recommended and poses a risk to your health and well-being. We recommend having a workout partner if you come to the gym after office hours.

Complimentary towels and disinfecting wipes are provided by the gym. It is highly recommended that all members wipe down handles and pads after use.

Club users are advised to inform the instructor of any injuries, pains or concerns prior to the class starting.

All open wounds are required to be covered.

Program Waiver and informed consent

Upon joining, all members are required to read and sign our program waiver and informed consent as stated below.

Said individual has enrolled in *membership* at *Fitness for Life*.

- I have enrolled in this program of my own free will and hereby release and discharge *Fitness for Life* and its employees and owners from any claims of action, suits, manner of actions and causes of actions whatsoever, for or by reasons of any cause or matter arising out of my participation in this program, including any activities in which I may participate in that occur on the property or off the facility property.

- I understand injuries and complications can arise due to exercise, including, but not limited to, orthopedic injury, dizziness, falls, fainting, light-headedness, physical injuries, heart attack, stroke, and in some cases, sudden death. I accept these risks and choose to participate in membership at *Fitness for Life*.

- I proclaim that the Health History Questionnaire in this application was filled out by me and is accurate to the best of my knowledge.

- I understand there may be times when no employees are at the facility, and I understand that exercising without a partner at *Fitness for Life* is not recommended and poses a risk to my safety and health.

- I understand that high-intensity exercise may pose a risk to my health, and I will self-regulate my intensity during personal training sessions and during group exercise classes to protect my safety and health.

- I understand that I should stop exercise immediately if I don't feel well.

- I understand that I may require a medical clearance for exercise based on my health history questionnaire as suggested by the American College of Sports Medicine. I currently wish to waive the need for a medical clearance and do so at my own risk. I agree to abide by any exercise restrictions my doctor imposes. I shall hold *Fitness for Life* owners and employees harmless from any and all loss, cost, claim, injury, damage, and liability sustained and/or resulting from an act that I, or my family may incur from participating in any activity, service, or program of Fitness for Life.

- As a member of *Fitness for Life*, I agree to abide by all Rules & Regulations of the facility. These rules were provided to me by the facility, and I understand it is my responsibility to read and abide by these rules.

- I understand that Fitness for Life reserves the right to change their rules and regulations as needed, and it is up to me to be aware of those changes posted inside the facility and on the website.

- If I have family members under the age of 19 who are also members, I agree to supervise their participation, and accept all risks with their participation.

Lawful Use

1. You may not broadcast, copy, download, frame, reproduce, republish, post, transmit or otherwise use our website content appearing on our website, or any other media, in any way except for your own personal, non-commercial use. Any other use of such content requires permission of our company (contact details available in our privacy policy).

2. You agree only to use our website, and associated services for completely lawful purposes, in a way that does not infringe the rights of, restrict or inhibit the use or enjoyment of this site by any third party. Prohibited behavior includes but is not limited to defamation, damaging the security of our website, harassing or causing distress or inconvenience to any person, damaging content on our website, transmitting obscene or offensive content or anything which may affect the effective operation of our website.

3. We reaffirm, hacking, damaging or otherwise compromising the security of this website is highly unlawful, and hence will be treated as criminal damage in a United States court of law.

Disclaimers/Limitation of Liability

1. Our websites content is provided on a “As Is” and on an “voluntary access” basis without any representations or any kind of warranty whether express, implied or statutory of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

2. Our company will not be liable for any damages, including consequential damages, or any damages arising from the loss of use, interruption of trade, financial loss or damages, whether in contract, negligence or other tortious action, arising from or in connection with the use of our website.

3. We refuse to accept any responsibility for the failure and/or actions of third parties, and content and communication interception which may occasionally occur using our website or associated services.

Disclaimer Of Liability for Legal Declarations

1. If any provisions of these terms and conditions are found to be illegal, outdated, less legally preferable in a legal action or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in

full force and effect. We refuse to accept liability for parties who do not make us openly aware of faults and later deny such observations in legal action – Access our website at your own, sole risk and liability without exception.

These terms shall be governed by and interpreted in accordance with the laws of the United States of America.