

## NOTICE OF DUES RENEWAL

I understand that this authorization/membership shall remain in force for an initial period of the length of my contract (1 month, 12 months, or 24 months). After the initial period, I understand that the debit/billing will continue at the same monthly rate until I give Toadal Fitness 30 days written notice of my intent to end my membership. No cancellations can be taken over the phone.

## ANNUAL FEE

I understand that I will pay an annual Club Improvement Fee of \$40 (\$60 for couples or family memberships) of each year that I am a member of Toadal Fitness.

## MEMBERSHIP TERMS

### CONDITIONS OF MEMBERSHIP

I agree to abide by the following conditions set forth by clubs "Toadal Fitness (referred to as "Club" in this agreement)

1. PARTICIPATION- I understand that the amount and the extent to which I use the Club is my responsibility. My/our failure to use the Club does not constitute grounds for refund or cancellations. Children must be at least 14 years old. Children between the ages of 14 and 15 must be accompanied by their parents or legal guardians.

### 2. CHILD CARE FACILITIES-

a. - I understand that the amount and the extent to which my child/children use the Club is my responsibility. Failure from my child to use the Club does not constitute grounds for refund or cancellations.

b. Children must be at least 3 months old. Children between the ages of 3 months and 15 years old must be accompanied by their parents or legal guardians. Exceptions MAY be made at management's discretion for children between 12-15 years old based on the following conditions: their parents gave permission to work out on their own at their own risks, they have been through 3 supervised sessions with a trainer & have been cleared by the trainer to use the club, and they have signed the release of liability.

c. Children may be restricted to specific area based on their age group. Persistent behavioral issues, including, but not limited to persistent aggression towards other children or Toadal Fitness employees, may result in the child's access to the facilities being limited to only having access on weekdays between the hours of 11am-4pm. This restriction may last from 30-90 days.

d. Each child/teenager must be signed in by a parent or legal guardian upon entering the Club. A parent or legal guardian must remain on the Toadal Fitness premises at all times while the child is using the facilities unless as specified in clause #c.

e. Each child participant must follow these rules when using the club:

- Healthy snacks are highly suggested (the management can at its discretion forbid certain unhealthy foods within the club).
- Be respectful of other children`s feelings and act appropriately (providers to enforce manners & appropriate language). Never hit or hurt another child.
- Listen to the instructor when advices are given (possibility to suspend membership without refund if necessary)
- Electronic devices are not allowed.
- All children have a 2 hour time limit PER DAY combined between all Toadal Fitness facilities & locations. A \$2 per minute late fee may be charged once the limit has been reached.

3. MEMBERSHIP RESTRICTIONS- King/Queen and Silver Sneaker plus membership has no restrictions. The day frog memberships have access to club during the hours of opening to 9am and 11 to 4pm. It is also available 2 hours prior to closing time during the week and anytime after 12pm on the weekends. Senior members have access 11am to 4pm without classes. A \$5 fee can be charged to use the club during prime time hours.

4. USE OF CLUB BY NON-MEMBERS & MEMBER`S GUESTS- Guests of members will be charged a \$16 guest fee. Walk-in non-members will pay a fee of \$20 for use of the club or for taking a class.

5. CLOTHING- All users of the Club and exercise facilities must wear closed-toed, soft-soled athletic shoes, and such athletic attire that the Club Management considers appropriate. Shirts are mandatory for everyone. Perfumes and other strong scents are not allowed. Members are to SHOWER BEFORE ENTERING THE SAUNA and must wear a bathing suit or equivalent at all times in any saunas. A towel is also preferred. Shoes are not allowed in the sauna.

6. CONDUCT OF USERS OF FACILITIES- All users of the Club`s facilities shall conduct themselves in an orderly manner consistent with normal behavior in an athletic Club. The Management reserves the right to revoke the membership of any member whose behavior, in the opinion of Management, is detrimental to the operation of the facility. No use of drugs/alcohol on premises or under the influence permitted while at the club

7. NON REFUNDABLE FEES- The initiation fee, last month`s dues and paid in full membership fees are non-refundable except within the five days cancellation period and conditions 20 and 21 below.

8. MEMBERSHIP TERMINATION- If a member wants to terminate a 12/24 -month membership before the 12/24 months are completed, member has the following options:

1. Transfer balance of the membership to someone else with \$15 processing fee.

2. Pay off dues for half of the remaining months or 3 months dues for a 12 months. (half of remaining dues or 6 months for 24 months).

All memberships require a 30 days written notice of cancellation and payment of any past dues if applicable. All cancellations must be made in writing and you must have a confirmation number to be effective . Email cancellation is valid ONLY with an email response from Toadal fitness that your request was received/accepted.

14. MEMBERSHIP FREEZE- Memberships may be place on hold for up 3 months/year and then continued until the 12/24 months dues have been paid. There will be a charge of \$10 to initiate the hold (1 month minimum). Memberships placed on hold for medical reasons will be at no cost. A written note from a doctor will be needed to place membership on medical hold. Members can come and use the club while their account is on hold by paying a \$10 daily fee. AT THE END OF A HOLD PERIOD, THE MEMBERSHIP AUTOMATICALLY RESUMES AS WELL AS THE MONTHLY DUES.

15. LOST CARD/TOWEL/LOST KEYS- There is a \$5.00 charge for a new card, \$10 fee for a replacement lock, \$3 for a lost towel .

16. AMENDING THE RULES - I/We understand that Club reserves the right to amend or add to these conditions and adopt new conditions as it may deem necessary for proper management of the business.

17. UNAVAILABILITY OF FACILITIES OR SERVICES- Facilities or services may be unavailable due to mechanical breakdown, fire, act of God, condemnation, loss of lease, catastrophe or any other reason. Club shall not be liable for such occurrences.

18. LOST/STOLEN ITEMS- Club is not responsible for loss or theft of personal property. Members are advised not to bring their valuables to the Club.

## WAIVER AND RELEASE

19. RELEASE FROM LIABILITY- In consideration for being permitted to enter upon and use Toadal fitness` facilities, parking lot and equipment and participate in Toadal fitness activities, on behalf of him/herself and his/her spouse, minor children, heirs, representatives, guardians, distributives, successors and assigns, Member hereby releases and discharges Toadal fitness, including its affiliated organizations, owners, partners, members, directors, officers, employees, contractors and agents ("Toadal fitness Parties") from any and all claims, causes of action or liability for any damages to or loss of property, injuries or death Member may suffer in or about Toadal fitness, and from activities to acts of any third parties, including other members, resulting from Member`s

participation in Toadal fitness activities, entry upon or use of Toadal fitness` facilities, parking lot or equipment, including but not limited to, steam and sauna rooms, locker rooms, aerobics studio, whether or not the same arises out of or results from any act, omission or conduct of any of the Toadal fitness Parties` negligence or otherwise. Member agrees to hold harmless, indemnify and defend Toadal fitness Parties from any and all claims, demands, causes of action or liability for any loss, damage, or injury to persons or property arising from or relating in Member`s entry upon or use of Toadal fitness` facilities, parking lot or equipment, or participation in Toadal fitness activities, including but not limited to attorney`s fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission, or conduct of any of the Toadal fitness Parties, except for the sole willful conduct and/or negligence of Toadal fitness Parties, to the fullest extent allowed by law.

LEGALLY BINDING AGREEMENT -.MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

20. RELIEF FROM PAYMENT: I understand that, if by reason of death or disability, I am not able to use the Club, then my estate and myself will be relieved from the obligation of making payments for services other than those received prior to death or onset of disability. Any disability condition has to be such that I am physically not able to use the Club in any aspect and such condition has to be verified by an affidavit of a physician.

21. MEMBER RELOCATION: If I move further than 25 miles from the Club, I shall be relieved from making payment for services other than those received prior to my move by paying a \$25 fee (12 months) or \$99 (24 months). If I have prepaid any sum for services then, the Club shall promptly refund to me or my representative fees for any unused services minus a \$100 moving fee. I will need to furnish proof of my move such as utility bills, pay stubs etc . To cancel your membership if you move, you must provide a proof of moving within 45 days otherwise the payment will resume automatically without possibility of refund until post dated proof is provided.