



## **MEMBERSHIP AGREEMENT**

This membership agreement is between the Membership Applicant ("Member" or "You") and the ETF Fitness studio identified on the Membership Plan, as a independently owned and operated franchisee ("We" or "Us") of ETF Franchising, LLC . This Agreement is made because the Member desires to receive training services at the fitness studio.

### **1.Term and Cancellation Policy**

This is a Month to Month membership and is automatically drafted each month on the same day as your initial billing date. Automated and electronic payments continue each month until you tell us to stop. You must give us a thirty (30) day notice. You may cancel for any reason. Although, if you do not properly inform ETF Fitness to cancel your membership outside of the 30 days, you will be charged an inconvenience fee or pay for the full membership price.

In order to cancel your membership, you must submit a Signed Cancellation of Membership Notice to the studio in accordance to the Terms and Conditions of Membership.

### **2.Membership Fee**

By signing below Member authorizes us to charge the credit/debit card presented by the Member for all charges incurred by the Member in association with his/her membership plan, including enrollment dues and monthly recurring charges.

### **3.Contractual Relationship**

Member acknowledges that the ETF Fitness studio franchisee is the legal entity with which Member has a contractual relationship with. This membership imposes no liability or responsibility upon ETF Franchising, LLC. the franchisor of the business systems utilized by the ETF Fitness studio issuing this Agreement.

### **4.Terms and Conditions**

Member agrees to be bound by the Terms and Conditions of this Membership Agreement, which have been provided. The Terms and Conditions of Membership are incorporated hereby and are to be considered apart of this Membership Agreement.

By signing below Member acknowledges that Member has read this Membership Agreement and the Terms and Conditions of Membership of their entirety, has had the opportunity to discuss, and fully understands and accepts all Member obligations, rights, responsibilities, liabilities and waivers under the Membership Agreement and Terms and Conditions of Membership. Member acknowledges that Cancellation Policies have been thoroughly explained.

## **TERMS AND CONDITIONS**



**Freeze Policy:** You may freeze your membership twice per contractual year. Each freeze period may last for a minimum of one (1) month and a maximum of two (2) months.

- a. In the event that you become pregnant and your doctor determines that you are medically unable to participate in Classes during your pregnancy, you can request a pregnancy freeze. You must provide a doctor's letter at the time of your request. A pregnancy freeze shall not last more than nine (9) months.

**Hours of Operation:** From time to time, the Studio may partially or fully close and be unavailable for use for reasons including, without limitation, renovation, repair, special events, or holidays. Hours of operation will be displayed in the Studio but may be modified from time to time without notice.

**Responsibilities and Policies:** As a Member, you are entitled to use the Studio and register and participate in ETF Fitness' group training classes ("Sessions"). A session is a time period in which an ETF Coach provides instruction to a Member on ETF specific training practices or a Virtual class lead only by a video with no ETF Coach. A training session may include exercise counseling, instruction in the proper use of equipment and/or technique, and other advice and guidance.

1. **Registration for Sessions:** To participate in a Training Session, you must make your reservation via the ETF Fitness App or at the Studio no later than one hour prior to the Training Session. If the session is completely booked then you are not able to attend that specific session. Booking is on a first come first serve basis. You can book into a up to session thirty (30) days prior to the sessions date or however far out the schedule permits.
2. **Eight (8) Hour Class Cancel Policy:** ETF Fitness enforces a strict 8 -hour cancellation policy, and late cancellations and no- shows will lose their payed credit. If Member fails to do so and has a Unlimited Membership Type they will be charged \$5 per class they no show or fail to follow the 8 hour cancellation policy.
3. **Heart Rate Monitor (Pod/Strap) Buying/Rental:** You acknowledge that participation in a Training Session requires the use of a heart rate monitor. In the event that you forget to bring your heart rate monitor to a Session, you must rent a Pod/Strap for a reduced member fee of \$5 per session. Once you purchase your Pod/Strap you are fully responsible for the item and there are no refunds.
4. **Tardiness:** Timely attendance at Sessions are mandatory. If you arrive to a Sessions after scheduled start time you will forfeit your reservation in that Session to another member on the waitlist. ETF Fitness encourages you to be at least 10 to- 15 minutes early to each Session to properly prepare for your Session.
5. **"Non--Staffed Hours":** During the time in which there are no ETF Fitness personnel working in the studio, you as the client are still held liable and all responsibilities of client remain the same. Member must not bring nor aid in the entry of, a non- paying member nor a member who does not have 24/hr check-in access account. If you as the client, aids in "tailgating", you will be penalized with a \$300 fee and charged for a criminal offense.
6. **Cross Studio Policy:** As a Member, you are entitled to register for Sessions at any other "ETF Fitness" studio location within the country. Fees and packages vary by location and you may incur additional fees in the event you register for Sessions not located at the Studio. Please check with your local studio for further terms, conditions, and rules.

## ADDITIONAL TERMS AND CONDITIONS

7. **Safe Use of Studio:** You agree to abide by all policies, guidelines, rules, and regulations (collectively, the "Rules") for safe use of the Studio and any equipment located therein, including following any verbal or written instructions provided by any ETF Fitness personnel, and not endangering any other client. You agree



to seek instruction from ETF Fitness' personnel in the use of all equipment and performance of exercise techniques. The Rules are subject to change without notice.

8. **Physician Consent:** If you have a history of heart disease or any other disability, impairment, injury, disease, or ailment, you agree that, prior to undertaking any physical activity at the Studio or any ETF Fitness locations, including, without limitation, any Session, you will consult with your physician of the details of the activities in which you plan to participate and will obtain your physician's consent to or approval of those plans. You will also provide a doctor's prescribed Maximum Heart Rate to be used during training.
9. **Representation of Health and Fitness:** You represent to the Studio that you are in good health and have no disability, impairment, injury, disease, or ailment that prevents you from engaging in active or passive exercise or which would cause an increased risk of injury or adverse health consequences as a result of such exercise.
10. **No Medical Treatment:** You understand and acknowledge that neither ETF Fitness nor its personnel have expertise in diagnosing, examining, or treating any medical condition. In the event you experience any illness, injury, discomfort, impairment, or other health problem (collectively, "Health Problem") prior to or during a Class or any other use of the Studio, you agree to (i) immediately inform ETF Fitness' personnel of such Health Problem, and (ii) consult your physician and reconfirm your physician's consent to or approval of your continued participation in Classes and other activities at or with ETF Fitness.
11. **Drugs and Alcohol Use and Impairment Prohibited:** You agree that while at the Studio (or any other ETF Fitness location) or participating in a Session you shall not use or be under the influence of (i) medication that may impair your physical or mental capabilities, (ii) alcohol, or (ii) drugs. You acknowledge and agree that such use or influence may increase the risk of bodily injury or death to you and others.
12. **Dress Code Policy:** You must have closed -toe running shoes and athletic clothes. No open toed shoes or jeans are allowed. ETF Fitness reserves the right to refuse your entrance into the Studio if you do not meet the dress code policy. This applies for non--staffed "virtual" sessions as well.

**Theft of Valuables:** You agree that ETF Fitness will not be liable for the loss or theft of, or damage to, your personal property.

**Photography and Testimonial Consent:** You hereby grant permission to ETF Fitness, its owners, franchisors, employees, or other authorized agents or representatives, including independent contractors, to take and use: testimonials, photographs and/or digital images of you for use in news releases, educational materials, or other purposes related to ETF Fitness' business. These materials might include printed or electronic publications, websites or other electronic communications such as social media. You further agree that your name and identity may be revealed in descriptive text or commentary in connection with the testimonial(s) and/or image(s). You authorize the use of the foregoing without compensation to you. All negatives, prints, and/or digital reproductions shall be the property of ETF Fitness.

#### **DISCLAIMER OF LIABILITY**

**YOU ACKNOWLEDGE AND AGREE THAT THE TRAINING SESSIONS AND OTHER TRAINING SERVICES DESCRIBED IN THIS AGREEMENT REQUIRE PARTICIPATION IN STRENUOUS PHYSICAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO, AEROBIC, WEIGHT TRAINING, STATIONARY CYCLING, ROWING, VARIOUS AEROBIC CONDITIONING MACHINERY AND VARIOUS NUTRITIONAL PROGRAMS OFFERED BY ETF FITNESS (THE "PHYSICAL ACTIVITIES"). YOU ACKNOWLEDGE AND AGREE THAT THESE PHYSICAL ACTIVITIES INVOLVE THE INHERENT RISK OF PHYSICAL INJURIES OR OTHER DAMAGES, INCLUDING BUT**



NOT LIMITED TO, HEART ATTACKS, MUSCLE STRAINS, PULLS OR TEARS, BROKEN BONES, SHIN SPLINTS, HEAT PROSTRATION, KNEE/LOWER BACK/FOOT INJURIES AND OTHER ILLNESS, SORENESS, OR INJURY, HOWEVER CAUSED, OCCURRING DURING OR AFTER YOUR PARTICIPATION IN THE PHYSICAL ACTIVITIES. YOU FURTHER ACKNOWLEDGE THAT SUCH RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES CAUSED BY THE NEGLIGENCE OF AN INSTRUCTOR OR OTHER PERSON, DEFECTIVE OR IMPROPERLY USED EQUIPMENT, YOUR OWN OVEREXERTION, A SLIP AND FALL BY YOU, OR AN UNKNOWN HEALTH PROBLEM. BY EXECUTING SIGNING THIS AGREEMENT, IN LIGHT OF THE RISKS DESCRIBED HEREIN, YOU AGREE TO ASSUME ALL RISK AND RESPONSIBILITY INVOLVED WITH YOUR PARTICIPATION IN THE PHYSICAL ACTIVITIES YOU, ON BEHALF OF YOURSELF, YOUR HEIRS, ASSIGNS OR NEXT OF KIN, AGREE TO FULLY RELEASE ETF FITNESS, ITS OWNERS, FRANCHISOR, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS, FROM ANY AND ALL LIABILITY, CLAIMS AND/OR LITIGATION ACTIONS THAT YOU MAY HAVE FOR INJURIES, DISABILITY, DEATH OR OTHER DAMAGES OF ANY KIND, EVEN IF CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS, AND/OR ANY OTHER TYPE OF FAULT OF ETF FITNESS, ITS OWNERS, FRANCHISOR, EMPLOYEES, OR OTHER AUTHORIZED AGENTS, INCLUDING INDEPENDENT CONTRACTORS. IN CONSIDERATION FOR YOUR WAIVER OF LEGAL RIGHTS AND ACCEPTANCE OF FULL RELEASE AND ALL OTHER PROVISIONS UNDER THIS AGREEMENT

I have read and understand and agree to comply in full with the terms and conditions stated in this Agreement.