

MEMBERSHIP RULES & REGULATIONS, TERMS, & CONDITIONS

CHECK IN: Members must check in each time that they use the facility. To check in, please present current membership card at front desk upon arrival. Facility usage may be declined if member does not present card. The facility may either close or operate at reduced hours on holidays. Business hours, policies, & regulations are subject to change without notice. Our facility uses email, telephone & Facebook communication as the primary sources of contact to inform members of any changes/cancellations in scheduled events.

MEMBERSHIP FEES & CANCELLATION: Membership use and services must be paid for in advance. All fees and schedules are subject to change without notice. Special rates or "Promos" are nonrefundable. The obligation to pay dues is not dependent on availability of all the gym's facilities. Special engagements, repairs, and maintenance of some facilities may make it necessary for Revive to restrict use of, or close, one or more facilities. Fees will not be reduced or suspended during the time when one or more facilities are not available. Monthly Renewing Members may cancel membership by notifying Revive personnel of his/her wish to cancel over the phone or in person, any time during business hours prior to the first day of the month to be canceled. There are no refunds for membership fees, and Revive will not prorate a canceled membership unless a physician's note is provided or the member relocates residence to more than a 30 mile radius from the facility.

THREE-DAY RIGHT OF RESCISSION: New members have three days after signing the Member Agreement to cancel their membership without penalty. If the Agreement is canceled within three days, Revive will return to the member within thirty days all amounts paid for said membership. To cancel, new members must call or come in to Revive and inform the front desk personnel of their wish to cancel. **FREEZE POLICY:** Members may put their membership on freeze for medical reasons only, in one calendar month increments, for up to three calendar months per calendar year. Notice of freeze along with a written note from your physician must be given to Revive personnel in person any time during business hours. Members will not be billed for frozen months. Billing will resume automatically upon end of freeze. Yearly members will have current year extended by the number of frozen months. Anyone who freezes his/her membership will be given a copy of their Freeze Request Form. Revive will not accept freeze claims without a copy of their Freeze Request Form.

ATTIRE: Proper attire is required for participants using the facility. Shirts, shoes and clean, intact clothing are mandatory. Proper covered footwear must be worn (no open toed shoes, thongs, sandals, slipper-type shoes, or bare feet).

EQUIPMENT: All equipment must be used as designed. If member is not familiar with the use of equipment, he/she must arrange instruction with a staff member. Instruction is available to members as a part of their membership. Members must be familiar with and observe the facility's rules and regulations. Members who do not observe the facility's rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership to anyone who refuses to observe any of the facility's rules and regulations.

CONDUCT: Revive is committed to the health, safety and welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. The facility has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership of any members engaging in unacceptable behavior.

PERSONAL TRAINING: Revive is staffed by Personal Training and Group Fitness instructors; therefore, contract training is available.

CHILDREN: Members must be 18 years or older unless permission has been obtained by a legal guardian/parent. Minors are not allowed in the studios or weight training room. Minors under the age of 16 must be supervised at all times. Revive does provide Day Care services during specified hours, which are available at the front desk.

DAMAGES: Members shall pay for any damages to the facility's property which results from the willful or negligent conduct of member, member's guest, or dependent children. **LOST ARTICLES:** Revive assumes no responsibility for lost or stolen articles. Items that have been found in the facility will be kept at the front desk for up to one week. Lost and found articles that are not claimed will be donated to charity. **GUESTS:** Guests may enter the facility on payment of a fee determined by Revive from time to time. Guests must sign in the Guest Registry at the front desk of the facility with complete information. The number of visits by a guest to the facility is at the sole discretion of Revive and the guest must be at least 16 years old.

SMOKING, FOOD & DRINKING: No smoking is allowed in any part of the facility. Water may be taken into workout areas if it is in a non-breakable, enclosed container. Facility has bottled water, along with additional refreshments and supplements, available.

LATE PAYMENT OF FEES: A late payment fee of \$10.00 will be charged on any payment past due. Membership fees must be paid upon completion of the previous contract. Membership may be canceled at the discretion of

Revive, if fees are not paid in a timely manner.

CHANGE OF RULES & REGULATIONS: Revive reserves the right to add to, change, or remove rules and/or conditions of membership, business hours, and the services and facilities offered by Revive from time to time.

ACKNOWLEDGEMENT OF RISKS, INJURY & OBLIGATIONS: The member acknowledges the the activity he/she is to undertake is a dangerous activity and that by participating in it, he/she is exposed to certain risks. The member acknowledges and understands that whilst participating in such activity; he/she may be injured, physically or mentally, or may die; personal property may be lost or damaged; other persons participating in such activity may cause the member injury or may damage the member's property; the member may cause injury to other persons or damage their property; the conditions in which the activity is conducted may vary without warning; the member may be injured or die or suffer damage to his/her own property as a result of the negligence or breach of contract of Revive Fitness & Lifestyle Management; there may be no or inadequate facilities for treatment or transport of the member if the member is injured; the member assumes the risk and responsibility for any injury, death, or property damage resulting from participation in activities.

RELEASE & INDEMNITY: The member is participating in the activity at Revive at his/her sole risk and responsibility. The member releases, indemnifies and holds harmless Revive Fitness & Lifestyle management, its servants and agents, from and against all and any action or claims which may be made my the member or on the member's behalf or by other parties for or in respect of or arising out of any injury, loss, damage, or death caused to the member or the member's property whether by negligence, breach of contract, or in any way whatsoever.

IMAGE USAGE RELEASE I agree that Revive Fitness & Lifestyle Management may use any image, photograph, voice or likeness, in its promotional materials & publicity efforts without additional compensation. I understand that these photographs, images, video or audio may be retouched or enhanced & may further be used in publications, print ads, electronic media (e.g., video, CD-ROM, Internet/WWW), or other media now known or hereafter created, anywhere in the world. I further understand that by participating in the photography or filming, I release Revive Fitness & Lifestyle Management & its representatives, licensees, employees, photographers, & their designees from any & all liability for any violation of any privacy or proprietary right.