

1. **MEMBERSHIP.** Your membership permits you to use Balance Fitness' premises, facilities, equipment and services and your dues are for such access whether you use the facilities or not. Your membership is subject to all Balance Fitness' policies, rules, and limitations including, but not limited to, Unlimited Classes benefit rules, transferability rules, and guest privilege rules. You have no right to assign your membership or this agreement to another individual. All memberships at Balance Fitness must be held for a minimum of 90 days to receive the Monthly Rate. Shorter memberships can be purchased on a daily or weekly basis. If Member signs up through his or her insurance plan, Member must check in a minimum of four (4) times per month to keep membership active.

A) **Unstaffed Hours Access.** Member will receive 1 key fob to access Balance Fitness facility, 365 days per year. Access may not be utilized during the hours of 12am – 3am. All rules apply from this signed agreement with Balance Fitness while unstaffed and Member takes full responsibility for his or her actions while utilizing the facility during these approved times and will not hold Balance Fitness, a DBA of Balance 365, LLC, or any of its members liable for any loss, injury (including death) or property damage caused by himself or herself. Member agrees to notify Balance Fitness immediately if key fob is lost or stolen. Member understands that this access may not be granted to another individual and Member may NOT allow others to use his or her gym access key fob.

B) **Referral Program.** Balance Fitness believes the best way to maintain the friendly, positive, and non-judgmental atmosphere at the gym is to grow from its own community of like-minded people. As a member of Balance Fitness, for referring a New Member to Balance Fitness, on the following payment after the New Member's 3rd full paid month, Member will receive one Free Month of Membership (on Group Memberships, Free Month only applies to the individual that referred the New Member). There is no limit to the number of New Members Member may refer to sign up for a Membership. New Member must start his or her own Membership to take part in the Balance Fitness Referral Program; New Member may not be added to Member's current Membership. To be counted as a referral, either 1) New Member mentions Member's name at in-person signup, 2) New Member fills out Member's name on the online signup form, or 3) Member uses the referral form at balancefitnessoregon.com/referral and submits prior to their signup.

C) **Classes.** All classes are available for all members and non-members. Members without Unlimited Classes can purchase single classes or class punch cards at any time staff is available at the front desk. If Balance Fitness's maximum of 15 Members per class is met 3 weeks in a row, Balance Fitness will begin to require reservations for that specific class time in advance. If this occurs, Members can sign up any time prior to the class providing space availability on a "first come, first serve" basis, by email. It is expected that at least an eight (8) hour cancellation is made prior to the class start time if reservations are required.

D) **Membership Suspension.** Membership can be suspended for any reason for a period of up to three (3) months, via Balance Fitness website at balancefitnessoregon.com/suspension, or by coming into the gym during staffed hours if Member has no Internet access. Suspending membership in this way does NOT incur a signup fee upon return to the gym. Member understands that extending suspension past three (3) months, Membership is considered Canceled, and another enrollment fee will apply upon return to the gym. Membership may be suspended the same month if suspended by the 15th of the month; otherwise, the following month's Membership Fee will process, and membership will continue until the end of the following month. Membership will not be suspended with a payment due on account.

E) **Cancellation.** To cancel month-to-month membership and stop billing of the Monthly Membership Fee, Balance Fitness must receive written notification via Cancellation Form. Cancellation Form may be filled out either in person or, if Member has moved farther than twenty-five (25) miles from Balance Fitness, sent via Certified Mail to 115 SE 2nd Ave, Hillsboro, OR 97123. Member may retrieve this form from balancefitnessoregon.com/cancellation, or by coming to the gym in person. Member may put in this cancellation at any time. Member will be subject to an enrollment fee if he or she signs another membership agreement at a later date. Membership may be cancelled the same month if cancelled by the 5th of the month; otherwise, the following month's Membership Fee will process, and membership will continue until the end of the following month. Membership will not be canceled with a payment due on account.

2. **MEMBERSHIP ADD-ONS.** Membership add-ons are optional, and available for \$15 per add-on. The Fully Balanced Membership includes all four (4) of the following membership add-ons, for \$40. Membership add-ons may be selected when signing up online or in-person, or may be added or canceled from membership with one week of notice prior to billing date.

A) **Unlimited Classes.** If Member chooses this add-on, Member gains unlimited access to Group Fitness classes. See (1C) for more details on Classes.

B) **Reserved Lockers.** If Member chooses this add-on, Member may reserve a locker that is not currently reserved and keep items at Balance Fitness permanently and overnight. Member must bring his or her own lock. If this Membership is terminated, by either party, Member will lose access to his or her locker immediately.

C) **Guest Privileges.** If Member chooses this add-on, Member gains unlimited Guest Privileges for Member's account, in which he or she may bring in one Guest per visit. The Guest does not have to be the same Guest every visit. The Guest may NEVER enter the gym alone or have access to Member's access key fob. All Guests must sign a liability waiver; if the Guest is under 18, Guest's parent or guardian must sign a liability waiver for the Guest. The Balance Fitness Member must accompany the guest and remain on the premises during the visit.

D) **Weekly InBody Scans.** If Member chooses this add-on, Member gains access to, and training for, the InBody 270 Body Composition Analyzer. InBody must be used with a certified personal trainer, and may not be used on Member's own without being trained properly on use, via the purchase of this membership add-on.

3. **RULES AND REGULATIONS.** Member agrees to follow Balance Fitness' membership policies and rules. Member acknowledges that Balance Fitness 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 Balance Fitness. Facilities, equipment, hours, service, regulations, membership rates, and policies are subject to change from time to time, without prior notice, in the sole discretion of Balance Fitness. Member agrees to accept such reasonable change(s) as a condition of membership. Balance Fitness may terminate membership immediately for violation of any membership policy or rule. Member additionally recognizes:

A) **Use of facilities.** This membership is for Member ONLY, and Member will not give access or key fob to another individual.

B) **Respect.** Member understands that he or she is to respect and be kind to everyone in the facility, including but not limited to, other members, clients, potential clients, trainers, and staff. Member understands that, in order to adhere to the vision of Balance Fitness, he or she must be kind and treat all in a positive way.

C) **Conduct.** Members shall conduct themselves in a well-mannered fashion so as not to cause any disturbance which may interfere with the use and enjoyment of the Facility by any other member. Profanity or indecent language and/or behavior will not be tolerated. Any conduct deemed by Balance Fitness, in its sole discretion, to be offensive, potentially harmful, dangerous or abusive will not be tolerated.

D) **Cleanliness.** All equipment shall be sprayed and wiped down by Member after each use.

E) **Courtesy.** Member should not occupy any equipment for an extended period of time, especially while busy. Member should allow others waiting to use such equipment to work into their rotation. Photos and videos are allowed at the facility, but Member should consult with other members in the area prior to taking the photo or video.

F) **Dress Code.** Member will wear appropriate clothing and clean footwear while in the Facility. Appropriate clothing includes gym shorts, T-shirts, jogging suits, aerobic wear, sweat outfits, or any clothing that does not damage equipment. Member agrees to have a cloth towel during workouts to protect and clean the equipment after Member's use. Member agrees to bring one's own towel whenever appropriate or necessary.

4. **FACILITIES AND SERVICES.** Balance Fitness may, at any time delete, discontinue, repair, or replace the equipment without any effect on this agreement.

5. **DUES, FEES, CHARGES, AND REFUNDS.** Member has full control over the payment authorization and can stop it anytime by notifying Balance Fitness as set forth in this agreement in (1E). Member understands that automatic payments must be made in order to continue membership on a month-to-month term. Member understands that he or she may also pay any membership dues prior to the 1st of the month, and therefore would not be subject to automatic withdrawal. Member is responsible for notifying bank of any error on his or her bank statement in a timely manner. Member must notify Balance Fitness within 60 days of a claimed error. Member is responsible to keep all written proof of payment adjustments or cancellations. No refunds will apply, unless one has provided a cancellation notice to Balance Fitness in accordance with Section 1E of this Agreement, and Balance Fitness fails to cancel automatic withdrawals and Membership Fee by the Cancellation Date. Any declined payment, including but not limited to, insufficient funds, report of lost or stolen card, or closing credit card or bank, will be subject to a \$25.00 charge. Please keep all contact and credit card information up to date, in person, by phone, or by website at balancefitnessoregon.com/update.

6. **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 Balance Fitness 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 the negligent or intentional action of Member. Member further agrees to release Balance Fitness and its owners, officer, agents, employees, and/or affiliates from any and all liability arising out of injury to Member, and further agrees to defend, indemnify and hold Balance Fitness, 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.

7. **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 Balance Fitness while under the influence of drugs, alcohol, or medication that may impair Member's ability to operate the equipment.

8. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not constitute a part of this Agreement.

9. **BINDING EFFECT.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

10. **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.

11. **GOVERNING LAW.** This Agreement, and all documents mentioned herein by reference, shall be governed by the laws of the State of Oregon.

12. **FURTHER ASSURANCES.** The parties agree to execute such further documents as may be necessary, proper, or convenient, for the purpose of fully effectuating the terms and conditions of this Agreement.

13. **ACCEPTANCE OF TERMS.** As a Member, I understand that I am entitled to use the Facility within the scope of the membership that I have selected, and that I am obligated to pay my dues and fees regardless of whether or not I use the Facility. I agree to promptly update Balance Fitness of any change in my contact information (including address, telephone number or email address) or change in credit information, in person, by phone, or by the website at balancefitnessoregon.com/update.