

# Terms & Conditions

**YOUR EFT/CC BILLING DATE:** If this is a Monthly Dues Membership, Member is being charged for your first and last months' Dues. Your remaining monthly Dues will be automatically billed to and collected electronically from Member once a month on or immediately after that same date each month (the "Billing Date"), until your Membership is cancelled as provided herein. If this is a PIF membership you will be required to keep a current card on file for any other fees occurred throughout the year (drinks, management fee, etc). Your PIF annual renewal offer is that your same price will not change no matter what the current price (details on page 3).

**HOW TO CANCEL YOUR DUES MEMBERSHIP:** You may cancel your Membership and the continued billing of monthly Dues via EFT or CC by mailing or delivering written notice of your cancellation request to: Athletic Apex Health Clubs Florida, LLC, 181 Towne Centre Cir, Sanford FL 32771. A cancellation notice postmarked at least 5 business days before your next Billing Date should result in no further Dues billing. A cancellation notice postmarked less than 5 business days before your next Billing Date may result in one more Dues billing. In either case, if such an additional monthly Dues billing occurs, Athletic Apex Health Clubs Florida, LLC will refund that billing (excluding any non monthly bills owed). Your last month's prepaid Dues will be applied to the month after the month paid for by your final EFT or CC billing, and your Membership will expire at the end of that prepaid last month. Any non monthly dues that occur during the final 30 days of your membership after cancelling are still due. **Until your Membership expires, you will have continued club access; PIF Memberships may not be cancelled in this manner.**

**\*EFT/CC REQUEST:** To the extent permitted by law, you authorize us to initiate separate EFT/CC charges from the account you identified and/or any replacement account (the "Account") for the following amounts: (1) the Balance Due above, if not otherwise paid within 60 days after the date of this Agreement; (2) your monthly Dues, if applicable; (3) a monthly (for Dues Memberships) or one-time (for PIF Memberships) freeze fee if you request, and Athletic Apex Health Clubs Florida, LLC permits, a freeze of your Membership privileges; (4) a return fee up to \$10 for any EFT charge returned unpaid or on a credit/debit card return; and (5) any other fee for personal training services or other goods or services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You have the right to receive notice if a preauthorized charge varies from the previous amount. If tax rates change to alter such a charge, you consent to receive notice only if the charge varies by more than 10%. You may cancel your EFT/CC authorization by giving us written notice of termination. It will take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable efforts, to act on the notice. You agree to give us notice if your billing or Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. If you decide to change your billing information, a 30-day notice may be required.

By signing this Agreement, Buyer acknowledges that Buyer is of legal age, has received a filled-in and completed copy of this entire Agreement, identifying the Membership type and services purchased, has read and understands the entire Agreement, including but not limited to the **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY** on page 2, the **\*EFT/CC Request** (if applicable), the **Agreement to Arbitrate all Disputes**, and the current **Membership Policies and Club Rules and Regulations**. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and Athletic Apex Health Clubs Florida, LLC. Athletic Apex Health Clubs Florida, LLC hereby makes no express or implied warranties or representations, other than those expressly set forth in this Agreement. Athletic Apex Health Clubs Florida, LLC recommends that you consult your physician prior to beginning any exercise or weight loss program. Any conflict between the original Agreement and any copy shall be controlled by the original. Buyer consents to receiving telephone calls from Athletic Apex Health Clubs Florida, LLC, its affiliates and business partners, at any telephone number included in Buyer's information above, including to receive news of special offers and programs, and for purposes related to Buyer's account information. Buyer hereby consents to the use of an electronic signature to record Buyer's commitment to the terms of this Agreement.

**NOTICE TO PURCHASER:** DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES. IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH STUDIO, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH STUDIO BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 181 Towne Centre Cir, Sanford FL 32771. **A refund due under this section shall be made no later than the 30th day after the date Athletic Apex Health Clubs Florida, LLC receives such requested, Buyer was shown a comprehensive list of all Membership plans offered for sale, and the respective price of each.**

Clubofenrollmentaddress: 181 Towne Centre Cir, Sanford FL 32771

EMPLOYEE ID NUMBER

MEMBER'S SIGNATURE

DATE

**NOTICE: ALL Memberships are authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize Athletic Apex Health Clubs Florida, LLC either to use information from your check to make a one-time electronic fund transfer from that checking account or to process the payment as a check transaction. When Athletic Apex Health Clubs Florida, LLC uses information from your check to make an electronic fund transfer, funds may be withdrawn from the account on which the check is drawn as soon as the same day Athletic Apex Health Clubs Florida, LLC receives your payment and you will not receive your check back from your financial institution.**

## ADDITIONAL TERMS AND PROVISIONS

**IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY.** You hereby acknowledge and agree that use by Member and/or by Member's minor children of Athletic Apex Health Clubs Florida, LLC' facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of Member and Member's minor children being permitted to enter any facility of Athletic Apex Health Clubs Florida, LLC (a "Club") for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds Athletic Apex Health Clubs Florida, LLC, its directors, officers, employees, and agents harmless from all liability to Member, Member's children and Member's personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever gives up any claim or demands therefore, on account of injury to Member's person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of Athletic Apex Health Clubs Florida, LLC or otherwise, to the fullest extent permitted by law, while Member or Member's minor children are in, upon, or about Athletic Apex Health Clubs Florida, LLC premises or using any Athletic Apex Health Clubs Florida, LLC facilities, services or equipment. Member also hereby agrees to indemnify Athletic Apex Health Clubs Florida, LLC from any loss, liability, damage or cost Athletic Apex Health Clubs Florida, LLC may incur due to the presence of Member or Member's children in, upon or about the Athletic Apex Health Clubs Florida, LLC premises or in any way observing or using any facilities or equipment of Athletic Apex Health Clubs Florida, LLC whether caused by the negligence of Member(s) or otherwise. You represent (a) that Member and Member's minor children are in good physical condition and have no disability, illness, or other condition that could prevent Member(s) from exercising without injury or impairment of health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health. Such risk of injury includes (but is not limited to): injuries arising from use by Member or others of exercise equipment and machines; injuries arising from participation by Member or others in supervised or unsupervised activities or programs at a Club; injuries and medical disorders arising from exercising at a Club such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in Club dressing rooms, showers and other facilities. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause.

**Agreement to Arbitrate all Disputes.** IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC (ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC AS USED IN THIS PROVISION INCLUDES ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC CLUB, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC IN WRITING, BY MAIL TO ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC AT P.O. BOX 54170, IRVINE, CA 92619, WITHIN 30 DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC BY ARBITRATION. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

Except as otherwise stated herein, all notices to Athletic Apex Health Clubs Florida, LLC hereunder shall be mailed (recommended certified or registered, return receipt requested) to 181 Towne Centre Cir, Sanford FL 32771 or to such other address designated for notice as posted at Athletic Apex Health Clubs Florida, LLC club facilities. A cancellation notice should include sufficient information to identify Member, such as barcode number, name, address and/or email address; use of an Athletic Apex Health Clubs Florida, LLC-provided form is recommended. All notices to Member hereunder shall be mailed to the address Member has provided in this Agreement or to such other address which Member agrees to notify Athletic Apex Health Clubs Florida, LLC of in writing and in accordance with this paragraph. If any part of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not be affected, to the extent permitted by law.

You (individually, if you are the Member, and as agent and/or guardian of Member) agree that Member, and Member's family members, and any guests and invitees shall be bound by this Agreement and the Athletic Apex Health Clubs Florida, LLC Membership Policies and Club Rules and Regulations provided herewith for the usage of Athletic Apex Health Clubs Florida, LLC club facilities. You agree that the Membership Policies and Club Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of Athletic Apex Health Clubs Florida, LLC and any such changes shall become immediately effective upon posting in the Athletic Apex Health Clubs Florida, LLC club facilities.

Unless otherwise provided herein, the initiation fee is non-refundable. The initiation fee is not a prepaid sum for services; it merely entitles you to buy services by paying Dues and other applicable charges. Dues will be in the amount indicated above. You agree to pay Dues in advance, for the first and last months of Membership. Termination of Membership will be effective only if the procedures described herein are followed. In case of a multi-member Membership, termination by one Member may cause the Dues rates applicable to the remaining Members to increase to the prevailing individual rates. Failure by any Member to use the Membership will not relieve you of your payment obligation regardless of the circumstances, except as provided for below. If any payment of Dues or other charges is not made on time, Athletic Apex Health Clubs Florida, LLC may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided in this Agreement. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the State of Florida.

In addition to the other Dues, fees and charges provided for in this Agreement, you agree to pay a \$10.00 service fee for any item or direct charge memo not paid by your financial institution or account when presented for payment by Athletic Apex Health Clubs Florida, LLC. An active Membership in good standing may be placed on an inactive status (frozen) pursuant to Athletic Apex Health Clubs Florida, LLC' current policy. If the Athletic Apex Health Clubs Florida, LLC club facilities are unavailable to Member for a continuous period in excess of 72 hours, the Athletic Apex Health Clubs Florida, LLC club Membership time (upon request) may be extended for a period equal to the time of such unavailability. Athletic Apex Health Clubs Florida, LLC may assign this Agreement, including Member's payment obligation herein. Member may not sell, assign, or transfer this Agreement and any such attempt shall be null and void. Athletic Apex Health Clubs Florida, LLC, in its sole and absolute discretion, reserves the right to close any Athletic Apex Health Clubs Florida, LLC club and/or change existing Athletic Apex Health Clubs Florida, LLC club rules, regulations, conditions, guidelines, facilities, classes, programs and hours of operation. Classes, facilities, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates. Other clubs may be built, acquired, reopened or converted after the date of your Agreement which may be excluded from your Membership at the sole discretion of Athletic Apex Health Clubs Florida, LLC.

**IF THE HEALTH STUDIO GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH STUDIO MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:**

**(A) CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH STUDIO AT THE FOLLOWING ADDRESS: 181 Towne Centre Cir, Sanford FL 32771; AND**

**(2) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 181 Towne Centre Cir, Sanford FL 32771. A refund due under this section shall be made to Client or Client's estate, as appropriate, not later than the 30th day after the date Athletic Apex Health Clubs Florida, LLC receives notice of cancellation.**

## ATHLETIC APEX HEALTH CLUBS FLORIDA, LLC MEMBERSHIP POLICIES AND CLUB RULES AND REGULATIONS

The following Membership Policies and Club Rules and Regulations ("Rules and Regulations") are a part of the Membership Agreement (the "Agreement"). You, the Member, agree to abide by the Rules and Regulations and other rules as posted which may vary depending on the club location and services offered. Athletic Apex Health Clubs Florida, LLC may change the Rules and Regulations without notice at any time. Athletic Apex Health Clubs Florida, LLC will post any such changes at the clubs. The Rules and Regulations and any individual club rules apply to Members and their family members, guests and invitees (collectively, "guests") while in, on or about the club premises. In the event Member or any of Member's guests violates any terms or provisions of the Agreement or the Rules and Regulations, Athletic Apex Health Clubs Florida, LLC may suspend their right to use the club facilities and the services until such time as Member, or Member's guests, have abided by and fully complied with such terms and provisions. Member shall not be entitled to any refund, credit or abatement of Membership Dues for the period during which the Membership was suspended. If Member, or Member's guests, thereafter violates any of the terms and provisions of the Agreement or the Rules and Regulations, Athletic Apex Health Clubs Florida, LLC may terminate Member's Membership and the right to use the Athletic Apex Health Clubs Florida, LLC facilities without reimbursement. Athletic Apex Health Clubs Florida, LLC also reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any. Membership types and services are subject to change without notice and are not necessarily available at all clubs. If a service is eliminated and additional fees were charged for that service, the fees will be discontinued upon Member's request. No fee reductions will be made if services that are provided at no additional charge are discontinued. Club classifications are subject to change without notice or fee adjustment.

### MEMBERSHIP TYPES

Visit [www.athleticapex.com](http://www.athleticapex.com) for current club listings and locations. Future locations and brands may be excluded from any Membership type at Athletic Apex Health Clubs Florida, LLC's discretion.

**Standard:** A multi-club Membership valid at Athletic Apex Health Clubs Florida, LLC clubs in all states, except "Elite" clubs and private clubs located in the state of Texas.

**PIF Annual Renewal Offer:** The PIF ("Paid In Full") Annual Renewal amount is an offer to continue your membership uninterrupted upon the completion of each PIF term. You are not obligated to renew and you will not be billed unless you request a renewal and provide billing information. The renewal rate is valid only in conjunction with an uninterrupted continuation of this current PIF membership. Before making a renewal request, compare your renewal amount to the current rates for a new membership. If you renewed prior to comparing your renewal amount and you have purchased a new Athletic Apex Health Clubs Florida, LLC membership, you have 14 days from the date you renewed to request a refund of your renewal. If you do not wish to renew you must provide us with a 30 day notice prior to your renewal date. Your PIF will auto-renew each year on the day you initially signed up.

### SERVICES

**Kid's Center:** If Kid's Center services are purchased, the parent or guardian must check the child in and out of Kid's Center and the parent or guardian who checks the child in must check the child out. Children may remain in Kid's Center for a maximum of four hours and the parent or guardian must remain on Athletic Apex Health Clubs Florida, LLC's premises at all such times. Please check with the front desk for additional rules, policies and applicable fees concerning Kid's Center.

**Guest Privileges:** If "Guest Privileges" is checked on page 1, Member may bring in up to one guest, age 14 or older, to use the club with Member once per day.

**Training Programs:** If you choose to participate in the training program at Athletic Apex please understand that there are no refunds for any sessions paid in advance, however your sessions never expire and you are able to transfer them to anyone else at anytime with Management approval. Managers will not withhold approval unreasonably. You may have additional terms and agreements to sign depending on the training your purchase. This does not exclude you from any requirement to sign those documents.

### RULES AND REGULATIONS

1. Upon entering the club, all Members are required to present their active Membership card or driver's license or other government issued picture identification. Without the Membership card or proper identification, Athletic Apex Health Clubs Florida, LLC may prohibit your use of the facilities or may charge a guest fee for use of the facilities for that day.
2. All guests must sign a medical and injury release form prior to using the club facilities and follow all Rules and Regulations. All guests must prove that they are at least 18 years of age or older or are at least 14 years of age and accompanied by a parent or legal guardian. All guests using a Guest Pass may only do so one time during any six month period and must arrange for a brief tour of the club at least 24 hours in advance of their arrival and provide proof that their residence is within 25 miles of the club. Guest fees are subject to change without notice. Athletic Apex Health Clubs Florida, LLC may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion. All guests must leave valid ID at front desk while working out.
3. During club use, all Members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other Members or club employees, agents and contractors. Threatening or violent conduct is prohibited.
4. Members and guests will abide by and fully comply with the Athletic Apex Health Clubs Florida, LLC dress code for proper attire on the club premises. In addition, for safety reasons, clubs may post recommended, but not required, attire. For example, Athletic Apex Health Clubs Florida, LLC recommends shower shoes or sandals in all wet tile areas.
5. Upon entry, exit and use of the sauna Members must wear a minimum of a towel covering all private areas of your body.
6. No Member or guest may coach or train other Members or guests (as determined solely by Athletic Apex Health Clubs Florida, LLC). Members may not engage in any type of business or enterprise while at the Athletic Apex Health Clubs Florida, LLC clubs.
7. From time to time, Athletic Apex Health Clubs Florida, LLC may permit independent contractors to offer products or services to Members. Athletic Apex Health Clubs Florida, LLC does not stand behind or in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services, including whether or not these independent contractors will remain in business for any period of time.
8. Members should not bring valuables, including money, onto the club premises, lockers or parking areas. Each Member understands and agrees that Athletic Apex Health Clubs Florida, LLC is not liable to Member or guests for any personal property that is lost, damaged or stolen while on or around the club premises, including but not limited to, any vehicle or its contents, or any property left in a locker.
9. Members and guests may not bring illegal drugs or alcoholic beverages onto Athletic Apex Health Clubs Florida, LLC premises.
10. The front desk telephone may only be used by guests or Members in the event of an emergency. Cell phone usage and photography is prohibited in the locker rooms.
11. Members and guests will abide by any additional Athletic Apex Health Clubs Florida, LLC rules and regulations posted at the clubs.
12. An active Athletic Apex Health Clubs Florida, LLC Membership in good standing may be placed on an inactive status (frozen) pursuant to Athletic Apex Health Clubs Florida, LLC's then current policy.
13. Member is liable to Athletic Apex Health Clubs Florida, LLC for any club damage caused by Member or Member's guests.
14. Athletic Apex Health Clubs Florida, LLC may suspend or terminate Member's right to use the club facilities and services if Member or Member's guests violate this Agreement or engage in other misconduct in or about the Athletic Apex Health Clubs Florida, LLC facility. Member shall not be entitled to any refund, credit or abatement if such a breach of the Agreement occurs.
15. Athletic Apex Health Clubs Florida, LLC reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any.

**WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE, AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE, OR EXCHANGE OF ANABOLIC STEROIDS.**