

Still Life Athletics

MEMBERSHIP TERMS AND CONDITIONS

Payment and Cancellation Policy. All invoice payments are non-refundable (unless otherwise agreed upon with the owner). Payments will be prorated depending on when you Join Still Life Fitness. The prorated amount will be based on the week you attend and or sign up for your first class. At the conclusion of that billing cycle you will then pay the normal rate. In the event of cancelling your Group Fitness Class membership please be aware that the cancellation will be Non-refundable. Also once cancelled, your continued rate will be the current price of Group Fitness Class. That being said, cancellations must be initiated by the end of the day on the 21st of the upcoming month or the invoice will be expected to be paid in full. Also 1 month of prior dues must be paid upon returning if not communicated that there will be a cancellation.

Late Fee. All payments are due on the 28th of the month prior to the upcoming month of training. In the event that a payment due under this Agreement is not made within three (3) days of the scheduled Payment Date, as set forth herein, the Member shall pay a late fee in the amount of \$15.00 that will be added to the invoice at the conclusion of the 3rd day. It is expected that you pay your late fee before attending or booking more classes (unless discussed agreed upon otherwise with owner Darryl Eubanks prior).

Refund Policy. All invoice payments are non-refundable in regards to personal training sessions and Group class payments. Also there is no rollover from one month payment to the next if you were to miss a class. This is a standard of Still Life Fitness so that we

can encourage accountability, consistency, and to maximize opportunity. (unless discussed and agreed upon otherwise with owner Darryl Eubanks prior).

Missed Class/Cancellation Policy Fee. Any cancellation within 6 Hours prior to your registered class will result in a \$10 additional charge. No show will result in a \$15 additional charge. (unless discussed agreed upon otherwise with owner Darryl Eubanks prior). This is in place to establish accountability, but also to allow others to utilize spots that are open in an appropriate amount of time. All invoice payments are non-refundable and there is no rollover from one month payment to the next if you were to miss a class. Any fees are expected to be paid prior to attending and/or booking your next class. This is a standard of Still Life Fitness so that we can encourage accountability, consistency, and to maximize opportunity. (unless discussed and agreed upon otherwise with owner Darryl Eubanks prior).

Missing/Rescheduling/Late Personal Training Session Policy Fee. Sessions booked are subject to a 24-hour cancellation/rescheduling window. You must cancel your reservation, via the confirmation email, over the phone, or in person 24 hours before your session. Session purchased cannot be refunded but can be transferred. Any client who will be more than 15 mins late to a 60 min session or 10 mins late to a 30 min session will result in an automatic cancellation and loss of session (unless discussed and agreed upon otherwise with owner Darryl Eubanks prior).

*Please Note: All cancellations made after our 24-hour window will result in losing a session. No-shows (after 10/15 minutes late without communication) will lose a session and be charged the cost of a standard 30/60 minute session. Also any cancellations within that 24-hour window are charged upon trainers discretion. No refunds will be given for no-show and/or late cancellations (see Member's Obligations).

Training Packages Time Sensitivity. A package of 10 sessions must be used within 8 weeks from the date of purchase. A package of 20 sessions must be used within 13 weeks from the date of purchase.

Member's Health Warranty. Member represents that the Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of use of the facility.

Rules, Regulations and Schedules. Members agree to abide by all the membership rules, regulations and schedules of the training, which may be posted on the website or issued orally, and may be amended from time to time, at the sole discretion of STILL LIFE FITNESS.

Independent Contractors. From time to time we may make available to Members and their guests the services of independent contractors. We do not warrant or guarantee the quality of these services and do not guarantee that these services will remain available to Members or their guests for any period of time and hereby disclaim all liability arising out of such services.

Guests/Trial Users. Member's guests and trial users are permitted to participate with STILL LIFE FITNESS, but only pursuant to such rules, regulations, fees and schedules for such persons as may then be in effect. STILL LIFE FITNESS reserves the right to limit the number of times any one guest can participate in classes, events, etc. with STILL LIFE FITNESS and reserves the right to exclude any guest whose participation with STILL LIFE FITNESS, in the sole opinion of STILL LIFE FITNESS, would be detrimental to STILL LIFE FITNESS or any of its Members.

Transfers of Membership/Sessions. Memberships and Sessions may not be transferred.

Member's Obligations. Member shall not be relieved of his/her obligations to make payments agreed to, and no deduction from any payments shall be made because of Member's failure to participate in sessions. (Member dues are for the period of time and are in no way related to or adjusted based on actual usage of the STILL LIFE FITNESS.)

Suspension of Access or Services. Members will not be permitted to participate at STILL LIFE FITNESS until all fees are current. Members are obligated to pay any collection and/or legal costs incurred by STILL LIFE FITNESS for collection of any fees. STILL LIFE FITNESS reserves the right to charge balances and overdue balances to their current account.

Valuables and Personal Property. Members are urged to avoid bringing valuables onto the premises. STILL LIFE FITNESS shall not be liable for the loss of, theft of, or damage to the personal property of Member or guests, including items left in lockers (if available), or elsewhere in the facility.

Children's Use. The minimum age requirement to be a STILL LIFE FITNESS Member is 13 years old. Parents may be required to provide a copy of children's birth certificates in order to verify age. A parent or legal guardian must accompany Members between the ages of 13 and 14 at all times during their use of the facility (unless agreement has been reached and documentation has been signed). Children ages 15 to 17 may use the facility without a parent or guardian being on the premises, but must abide by all STILL LIFE FITNESS rules, regulations and schedules. In the event that you are a parent or legal guardian purchasing this membership for your minor child as an individual, you understand and agree that you will be the financially responsible party and the only person allowed to make changes to the account including cancellation. The minor Member will be the only person allowed to utilize STILL LIFE FITNESS.

Dress Code. Proper athletic attire and footwear required. Street clothes, jeans, dress shoes, flip-flops and being barefoot are all prohibited during times of exercise. Management has the right to prevent the use of any equipment if the proper attire is not worn.

Revocation of Access. STILL LIFE FITNESS reserves the right to revoke and cancel this access at any time for any reason, in which case STILL LIFE FITNESS will immediately terminate any automatic monthly payments of the Member. STILL LIFE FITNESS reserves the right to retain expenses incurred or the portion of the total price

of this Agreement representing the services used or completed, and further, that STILL LIFE FITNESS may demand the reasonable cost of goods and services which the Member has consumed or wishes to retain after cancellation.

Waiver of Liability. (a) You hereby represent that you are in good physical condition and have medical approval to proceed with an exercise program. You warrant and represent that you (and other members under the same membership) have no disability, impairment or ailment preventing you from engaging in active or passive exercise or activity that will be detrimental to your health, safety or physical condition. If you are in doubt about any of your exercise program, you will be responsible for consulting immediately with your physician before continuing with the exercise program. If you have any special exercise requirements or limitations, you agree to disclose them to STILL LIFE FITNESS upon becoming a Member, as well as to the trainers prior to each class taken. (b) You understand that because of the nature of physical activity, there is the element of danger, and there exists the possibility of physical injury (or other damage to physical health) during the use of the equipment, group classes and of other facilities at STILL LIFE FITNESS. You, therefore, agree to use the facilities solely at your risk. (c) STILL LIFE FITNESS will not be responsible for any damages or injuries occurring to you or your guests while in or about the premises of STILL LIFE FITNESS. Such risk of injury includes (but is not limited to): injuries arising from use by you, or by others, of exercise equipment and machines; injuries arising from or by Members or others in supervised or unsupervised activities, programs or classes, throughout the facility; injuries and medical disorders arising from exercising at the facility such as heart attacks, strokes, heat stress, sprains, broken bones, rhabdomyolysis, back injury, and torn muscles and ligaments, among others, and accidental injuries occurring anywhere in the facility including (without limitations) locker/dressing rooms, showers, bathrooms, utility closets, storage rooms, walkways, and parking lot. You release, indemnify and hold harmless STILL LIFE FITNESS, its successors, officers, directors, employees, assignees, employees and agents from any and all actions, claims, costs, liabilities, expenses (including reasonable attorney fees and costs) and damages that arise

directly or indirectly from any injury, loss, damage or death caused to you or your property whether by negligence, breach of contract or in any way whatsoever.

Photo/Video Authorization. You understand that STILL LIFE FITNESS may from time to time photograph or video their clients, client classes/sessions and events and you hereby provide STILL LIFE FITNESS the absolute right and permission to use these pictures/images/videos for any lawful promotional, advertising or marketing purpose.

Governing Law. The validity, interpretation, and enforcement of this Agreement and its terms and conditions shall be interpreted and governed under the laws of the State of Tennessee. By clicking the acceptance of these terms and conditions, you are certifying that you are at least 18 years old and that you have reviewed and agree to the Terms and Conditions of this Agreement. You further understand that you are responsible for payments described herein and elsewhere in the STILL LIFE FITNESS website.