



MEMBERSHIP AGREEMENT

First Name	<Insert First Name>
Last Name ("Member")	<Insert Last Name>
Membership Type	<Insert Membership Type>
Membership Billing Terms	6 full billing cycles ("Initial Term"). Thereafter, auto-renewing monthly billing cycles.
Membership Billing Amount: ("Membership Dues")	<insert dues based on tier and membership type>
Billing Cycles Processed	Billing cycles are processed monthly and electronically and due on the first (1st) of each calendar month.
Home Studio's Third-Party Billing Service Provider ("BSP")	Square, Inc. and/or Plaid, Inc.
Initial Enrollment Fee	<\$ insert based on what is paid>
Mailing Address	<Insert Mailing Address>
City, State, Zip	<Insert City, State, Zip>

Telephone Number	<Insert Phone Number>
Email Address	<Insert Email Address>
Date Of Birth	<Insert Date of Birth>
Effective Date of Agreement	<Insert Effective Date of Agreement>
Last 4 Digits of Authorized Card	<0000>

PLEASE READ THESE TERMS OF THIS MEMBERSHIP AGREEMENT CAREFULLY AND IN FULL. THIS AGREEMENT CONTAINS CERTAIN CONDITIONS AND RESTRICTIONS ON THE USE OF THE MEMBERSHIP SERVICES, AUTOMATIC MEMBERSHIP RENEWAL, AS WELL AS INFORMATION ON WHAT HAPPENS AFTER THE INITIAL TERM COMES TO AN END.

THE MEMBERSHIP AGREEMENT AUTO-RENEWS ON A MONTH-TO-MONTH BASIS AND MEMBER WILL CONTINUE TO BE CHARGED THE RECURRING MEMBERSHIP DUES AS DISCLOSED HEREIN, AND AS AMENDED FROM TIME-TO-TIME, UNTIL MEMBER CANCELS THEIR MEMBERSHIP.

STUDIO OF MEMBERSHIP PURCHASE (Also referred to as “Home Studio”)

Legal Name of Franchisee <> d/b/a HOTWORX and its successors and assigns

123 Main St <>

Harvey, LA 38655 <>

555-555-5555 <>

The Home Studio is an independently owned and operated franchise outlet of the HOTWORX Franchising® franchise system. HOTWORX Franchising, LLC does not own or operate the facility identified above and is not a party to this agreement.

MEMBERSHIP AGREEMENT DEFINITIONS:

Member is purchasing one of the following memberships and applicable services:

- 1) Sweat Basic Membership (also referred to as Sweat Here Membership):
 - 24/7 access to the facility
 - Unlimited access to heated, virtual workouts via appointment booking
 - Mobile app access to features, which include:

- 24/7 Appointment Booking Access
 - Calories Burned Tracking to Earn Rewards
 - Refer Friends to Earn Rewards
- 2) Sweat Elite Membership (also referred to as Sweat Everywhere Membership):
- All features of Sweat Basic
 - Access to all studios in the United States and Canada
 - Additional mobile application features, which include:
 - 24/7 Appointment Booking Access
 - Calories Burned Tracking to Earn Rewards
 - Refer Friends to Earn Rewards
 - DietTrax Access
 - Virtual Personal Trainer
 - Intermittent Fasting Access
 - HOTWORX on the Go Access

PRESALE ACKNOWLEDGMENT, 3-DAY RIGHT TO CANCEL & ACKNOWLEDGEMENTS

PRESALE ACKNOWLEDGMENT: (Applies to memberships purchased before the Home Studio opens for operations and those memberships purchased while Home Studio is offering special presale rates.)

I, Member, acknowledge that I am enrolling in a membership, which may include special pricing and/or enrollment discounts. Presale discounts are only available to eligible, first-time members of any HOTWORX studio. If a membership becomes delinquent and is terminated due to non-payment, if the membership is canceled by the Member, or membership is revoked for any reason, all presale discounts will be forfeited. Member may only take advantage of a pre-sale discount on a one-time basis and is not eligible for a pre-sale discount at any other HOTWORX studio.

I, Member, understand that there is no guaranteed opening date for the Home Studio. Membership billing for the Initial Term will begin on the first (1st) day of the month after official approval and HOTWORX Franchising corporate headquarters, confirming the Home Studio is approved to open. I acknowledge that delays may occur due to factors like construction, weather, or non-conformity with HOTWORX Franchising requirements. I also understand that I cannot access my membership, or its benefits until the specified Home Studio is open and I have completed my New Member Orientation.

3-DAY RIGHT TO CANCEL: MEMBER MAY CANCEL THIS AGREEMENT IN PERSON DURING STAFFED HOURS BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER THIS AGREEMENT WAS EXECUTED. THE CANCELLATION MUST INCLUDE A SIGNATURE OF THE MEMBER OR THE MEMBER'S AUTHORIZED LEGAL REPRESENTATIVE. WITHIN FIFTEEN (15) DAYS OF RECEIPT OF THE CANCELLATION, THE STUDIO SHALL RETURN ANY PAYMENTS MADE FOR SERVICES NOT RENDERED DURING THE INITIAL THREE (3) DAYS. IF YOU USE THE STUDIO FACILITIES OR SERVICES DURING THIS TIME PERIOD, THE STUDIO MAY CHARGE YOU A REASONABLE FEE BASED ON DAYS OF ACTUAL USE.

LOCAL, STATE, FEDERAL TAX NOTICES

I, Member, understand that applicable local, state, and federal taxes may apply to my Membership Dues. I agree to pay any and all such taxes, as may be amended from time to time. I understand that applicable taxes may be added to monthly billing Membership Dues, Initial Enrollment Fees, fees, and prorated Membership Dues as provided herein, in accordance with legal requirements for the Home Studio to collect these amounts.

AUTO-RENEWAL TERMS & CONDITIONS, CONSENT TO MEMBERSHIP TERM

INITIAL TERM: Member's Initial Term will commence on the first (1st) day of the month following the Effective Date of this Agreement. For the Initial Term, Member will be billed the rate of the Membership Dues on a month-to-month basis, processed on the first (1st) day of every month, unless the membership is cancelled.

Where Member purchases a membership after the first day (1st) day of the month, Member will pay a prorated amount of Membership Dues based on the number of days remaining in the month. Member's payment of prorated Membership Dues does not count towards satisfaction of the Initial Term.

If Member opts to freeze membership during Initial Term, any frozen billing cycle(s) will not count towards satisfaction of the Initial Term. See Membership Freeze provision below.

AUTO-RENEWAL DETAILS: Following the Initial Term-required six (6) billing cycles, this membership agreement will renew automatically on a month-to-month basis, charging Member at the rate of the Membership Dues, unless the membership is canceled.

In the event that Member wishes to upgrade or downgrade their membership to a different membership level, they may do so in person at the Home Studio during staffed hours. After upgrading or downgrading, Member will be billed the new applicable membership rate at the next billing cycle.

ADD-ON MEMBERSHIP RULES & ACKNOWLEDGEMENTS

GENERAL: Member (in this case, "Primary Member") may add-on to their account any immediate family member who lives in the same household as Primary Member ("Family Add-On Member") for an additional fifty percent (50%) of the Primary Member's Membership Dues, per individual, at any time. The only exception to the requirement that the Family Add-On Member live in the same household is where the Primary Member is a parent who wishes to add their child that temporarily lives away at college as an Family Add-On Member.

Each Add-On Member must sign the standard membership rules and liability waiver that Primary Member is required to sign before they can begin to use any HOTWORX studio.

BILLING: All Add-On Members' monthly Membership Dues shall be billed to the Primary Member's account and the Primary Member shall be responsible for all Membership Dues of any Add-On Members added to their account.

All Members of the add-on group must be on the same membership type. Individual Members may freeze or cancel their membership without impacting the group. However, if any Member chooses to upgrade or downgrade, the entire group must upgrade or downgrade together.

AUTO-RENEWAL CANCELLATION

The auto-renew membership may be canceled at any time.

If Member cancels its membership before the end of the Initial Term, Member will be liable for a ninety-nine dollar (\$99 USD) early cancellation fee. Member's signature, signature of Member's authorized legal representative, or similar authentication will be required for an early cancellation. Any outstanding balances on Member's account must be paid in full at the time of cancellation. Once an early cancellation is processed, studio access will be suspended and all membership benefits will cease. If a canceled member elects to join Home Studio or another HOTWORX Studio again, enrollment fees shall apply, and new agreement terms and pricing will apply anew. Upon cancellation, any discounts associated with this membership agreement will be forfeited.

After the Initial Term, Member may cancel at any time, without any fee, in advance of the next billing cycle to avoid Membership Dues for that following month. Member's signature, signature of the Member's authorized legal representative, or similar authentication will be required for cancellation. Any outstanding balances on Member's account must be paid in full at the time of cancellation. Any services paid for with the then-current Membership Dues will remain usable through the end of the billing calendar month. If a canceled member elects to join Home Studio or another HOTWORX Studio again, enrollment fees shall apply, and new agreement terms and pricing will apply anew. Upon cancellation, any discounts associated with this membership agreement will be forfeited.

MEMBERSHIP BILLING AMOUNT: I, Member, acknowledge my right to receive notice of any adjustment in the amount of Membership Dues charged to Member. I understand and agree that Membership Dues listed in this agreement may be subject to an annual increase of up to ten percent (10%) to account for rising operational costs, or inflation, or any other legitimate business reasons, and to ensure the Home Studio can continue to provide the best service and equipment to all Members. Any such adjustment will be communicated electronically via written notice by mail or email by the Home Studio to one of the Member's provided methods of communication at least ten (10) calendar days in advance of the next billing cycle.

PAYMENT METHOD

AUTHORIZATION FOR PREAUTHORIZED TRANSFERS/PAYMENTS: Member expressly authorizes Home Studio or its third-party billing services provider identified herein ("BSP"), to draft Member's account each month for any dues, fees, or other charges. By signing below, Member authorizes BSP, whether by EFT or ACH transfer, from the designated bank account tied to this membership agreement for purposes of paying, on a recurring basis, all or a portion of the dues, fees, and charges which Member owes under the membership agreement. Member understands and agrees that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) BSP may transfer funds from Member's designated account(s) for any retail transactions or online purchases initiated by member; (c) dues, fees, and charges will be drawn on or about the dates set forth in the billing cycle; (d) this preauthorization will remain in effect until all of Member's payment obligations under this membership agreement have been satisfied; (e) charges may appear in Member's bank statement under [SQ *HOTWORX, [Home Studio] [Date of Transaction]]; (f) debited amounts may vary each month based on additional amounts which Member may owe under this membership agreement; (g) billing inquiries can be

directed to Home Studio. Member expressly authorizes Home Studio, BSP and any of its subsidiaries or affiliates to contact Member regarding any matter related to the billing of Member's account, whether by phone, email or SMS text communication (SMS text charges may apply).

By Member providing one or more methods of payment, Member acknowledges and agrees that any of those methods of payment can be charged per the terms listed in this membership agreement, including on a recurring basis for Membership Dues until Member cancels, and without further signature of the Member. Membership Dues are billed electronically on the first (1st) day of each month. Acceptable methods of payment include credit cards, debit cards, and linked bank accounts. The first method of payment Member provides shall be automatically designated as the primary billing method, which will be used first by the billing system to collect Membership Dues and any outstanding balances at each billing cycle. If the primary method fails for any reason, Member authorizes and agrees that its secondary method(s) of payment will be used to collect the balance owed, including Membership Dues and fees. Credit and debit cards on file can also be used when Member elects to purchase retail products, gift certificates, or other items ("on-account purchases"). If the primary billing method fails for any reason, these payment methods may be used by the billing system for balances owed, including Membership Dues and fees.

At the time of the billing cycle, if there is only one (1) method of payment on file, a five-dollar (\$5) fee will be added to the billing for that month.

Member must promptly notify Home Studio of any request to amend their primary billing method, or changes to Member's billing information, mailing address, or telephone number. Member expressly authorizes Home Studio, or its authorized third-party billing company, to obtain such updated information through payment card networks, card issuers, or other third parties.

OTHER TERMS AND CONDITIONS

DELINQUENT/UNCOLLECTED MEMBERSHIP DUES AND RETURN FEE: In the event Member's automated payments are returned unpaid for any reason, including but not limited to insufficient funds, closed account, declines or the like, Member will be assessed a reasonable return fee of up to fifty dollars (\$50) or the maximum NSF permitted by applicable law, whichever is higher. This return fee will be debited from Member's primary billing method, bank account, or other method of payment provided by Member in addition to the uncollected balance(s) for Membership Dues and/or other fees.

LAPSE IN MEMBER USE: All Membership Dues including applicable return fees must be paid regardless of services used.

MEMBERSHIP FREEZE: Member may request to freeze the membership in person at the Home Studio. Freeze requests will be granted by the Home Studio in calendar month increments not to exceed three (3) months in a calendar year. During the frozen period, a nine-dollar (\$9) per month freeze fee will continue to be billed on the first (1st) day of the month following the request. Access to the Home Studio is prohibited during frozen months. Applicable taxes may apply. If there is only one (1) method of payment on file at the time the billing cycle is frozen, a five-dollar (\$5) fee will be added to the balances owed for that month. Any month during which a Member opts to freeze its membership will not be counted towards satisfaction of the Initial Term.

RECIPROCAL STUDIO ACCESS

Active HOTWORX Members may visit any HOTWORX studio subject to the following:

- SWEAT ELITE Members. May book sessions and access other HOTWORX Studios in the United States and Canada ("Visiting Studio") at no additional charge, with some exceptions. A reciprocation fee will apply in the event that the Visiting Studio's monthly membership tier (rate) is higher than the monthly membership tier (rate) at the Member's Home Studio. This fee will be due at the time of booking sessions and must be paid using the HOTWORX app. Additional reciprocation fees or drop-in rates may apply when visiting studios outside of the United States and Canada.
- SWEAT BASIC Members: May use other HOTWORX studios only during staffed hours and must pay the Visiting Studio's standard drop-in fee.
- Taxes: All fees collected by the Visiting Studio, including any reciprocal or drop-in fees, are subject to applicable local, state, and federal taxes. Reciprocal fees are displayed when booking sessions in the HOTWORX App.

REFUNDS AND TRANSFER OF SERVICES: Membership dues, enrollment fees, packages and sessions are non-refundable and not transferable. Only the Member is authorized access to the Home Studio along with the other benefits included with the membership as outlined in this membership agreement.

ORAL STATEMENTS: No oral promises or statements made by staff or other members of HOTWORX are part of this contract.

CHANGES TO TERMS OF MEMBERSHIP AGREEMENT: Home Studio, in its sole discretion, may change any term in this membership agreement which shall become effective fourteen (14) calendar days after Home Studio providing Member with written notice of the proposed change. If, after notice of a change is received, Member pays the next billing invoice, Member will be considered to have accepted the change.

MEMBER RULES, NOTICES, DISCLOSURES & LIABILITY STATEMENTS

MEMBER RULES: Member agrees that he/she uses at his/her own risk all equipment at HOTWORX studios. By signing this agreement, the Member agrees to abide by all HOTWORX rules, policies and regulations now in effect or to become effective at any future date. This includes that Member further agrees to properly use only the approved HOTWORX Yoga Mat and HOTWORX Yoga Towel for all Isometric workouts. All rules, regulations and services are subject to change without notice.

Drugs, alcohol and firearms or weapons of any type on premises are strictly prohibited. Horseplay, and any disruptive conduct including use of profanities are not allowed. Damaging or tampering with any equipment including saunas, televisions, computers and other property are strictly prohibited.

Member also agrees that any provided access credentials including but not limited to a mobile access pass and/or PIN number, or similar credentials, is issued solely to the Member listed on this membership agreement and must not be shared with or provided to any other individuals. Violation of HOTWORX rules may result in a downgrade of the membership or termination of

membership. These rules apply to all members when using the Home Studio and when using their membership benefits at other locations. See posted notices for more information.

Any recommendations, concerns, complaints, and reviews by Member shall be directed to the staff and operators of the Home Studio.

CLEANLINESS AND CONDUCT: SHIRTS MUST BE WORN AT ALL TIMES WHILE IN ANY HOTWORX STUDIO. Suitable, presentable and clean clothing in good condition is to be worn by Member at all times when visiting a HOTWORX studio. Members wearing clothing, or lack thereof, deemed inappropriate by HOTWORX studio management may be asked to leave the facility and membership may be revoked at the owner's discretion. Members should conduct themselves in such a manner that will prevent the studio from being damaged and; its cleanliness being diminished.;

Members must refrain from engaging in conduct that brings undue attention to themselves. Members must refrain from making loud grunting or noises while exercising, or engaging in any conduct that in any way interferes with the positive environment of the HOTWORX studio or with the attitude of promoting health in the facilities. Negative attitudes, threats, verbal and physical fighting, disruptive or threatening conduct will not be tolerated. Unauthorized outside business solicitation will not be tolerated in/or on the premises. Sexual harassment and/or any type of unlawful discrimination of any type will not be tolerated. Engaging in any of the foregoing behaviors may result in the Member being ejected from the studio and/or the Member's membership being terminated.

Rental mats, towels, foam rollers and any other non-personal belongings should not be removed from a HOTWORX studio at any time. Members must use provided cleaning supplies to wipe down cycles, rowers, benches and all other equipment after each use.

COURTESY RULES: To promote safety and more time efficient exercise programs, Member must remember to return all rollers, mats towels, bands or other functional training tools equipment to designated areas. During high-traffic workout hours, Member is to adhere to posted appointment times and policies so as not to interfere with other member workouts. This includes but is not limited to opening and closing of HOTWORX sauna doors during sessions, adjusting temperature away from setting of 125 when in a group, and adjusting volume of video workout. Member agrees that, upon request, he/she will agree to join sessions with other members to help staff to accommodate other member and guest appointments and to enhance the spirit of group exercise and teamwork.

Members must follow instructions provided by the virtual instructors regarding how to place mats & towels, and must keep personal belongings in cubbies, clear of heaters, ensuring that personal belongings do not interfere with other members' workouts.

SAUNA SESSION POLICY: Members may not enter the Sauna until the scheduled appointment time begins. During active sessions, entry is prohibited. All members must exit promptly and remove all belongings when instructed by the Virtual Instructor, and in all cases before the scheduled appointment time ends. Workout appointment times can be found in the HOTWORX App and on studio signage

APPROVED HOTWORX MATS, TOWELS & PERSONAL BELONGINGS POLICY: Based on the selected appointment position using the HOTWORX app, members must follow all Virtual

Instructor guidelines for placing mats and towels. Mats and towels must be positioned exactly as displayed in the workouts, never diagonally, sideways, or in a manner that interferes with any of the three workout positions. All personal belongings must be stored in cubbies, kept clear of heaters, and placed so they do not interfere with other members' workouts.

For more information on member rules, visit: <https://www.hotworx.net/member-terms>.

NON-DISCRIMINATION: Home Studio represents that it does not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry or any other protected class under the law.

GUEST PRIVILEGES: Valid members may bring a guest(s) for visits and/or trials during posted staffed hours only. Guests may use all the Studio facilities once they have registered with the staff, provided photo ID and completed necessary documentation. All members may bring as many guests as they would like for any one single visit; however, each guest may come no more than three (3) times total in a twelve (12) month period and not more than one (1) time in one calendar month. All guests must be at least eighteen (18) years of age unless a signed consent by a legal guardian has been completed in the studio. Guests are never allowed to enter the facility during non-staffed hours. Guests may not enter the facility at any time when staff is not present regardless of the member having access to allow entry. Guests must always check in with front desk staff before using any services.

Guest passes are available and will be provided to all members to distribute to friends, family and other guests to use if they choose to visit the studio unaccompanied by an active member for a one-time VIP session. It is highly suggested that members contact the studio to schedule guest appointments at least 24 hours ahead of the visit to ensure availability for the guest to do a HOTWORX workout.

Members are prohibited from providing access credentials such as a mobile pass or PIN number to any other individuals, including their guests. In the event a member is found to violate guest privilege rules, the studio has the right to charge an unauthorized guest fee equal to the daily single session rate of the studio using the method of payment provided as part of this membership agreement or terminate Member's membership at the sole discretion of the Home Studio.

LIABILITY: RELEASE OF LIABILITY FOR PERSONAL INJURIES AND FOR PERSONAL LOSS OF PROPERTY, MEMBER INDEMNITY OBLIGATIONS

Member (and/or Guest(s)) expressly agrees that all use of the Home Studio and its equipment shall be at the Member's (and/or Guest's) sole risk. Member further acknowledges and agrees that if he/she visits another HOTWORX studio pursuant to a Sweat Elite membership, that all use of the Visiting Studio and its equipment shall also be at the Member's sole risk. Member (and/or Guest(s)) acknowledges his/her duty to exercise ordinary care for the protection of himself/herself and other members while using any HOTWORX studio premises.

Member (and/or Guest(s)) further assumes the risk of physical activity with his/her own physical condition and acknowledges that he/she has received advice from his/her doctor that he/she is capable of such physical exercise or that he/she will seek such advice or that he/she assumes the risk of proceeding without such advice. Member (and/or Guest(s)) acknowledges and

agrees that no representation has been made regarding qualification of staff, facilities or services, or results to be obtained by use of the same.

Member (and/or Guest(s)), on behalf of himself/herself and with the express intention of binding themselves and their heirs, legal representatives, and assigns, to fully and completely releases the Home Studio, any Visiting Studio, HOTWORX Franchising LLC, and their respective owners, directors, shareholders, partners, managers, members, officers, agents, employees, insurers, agents, successors, assigns, parents, subsidiaries and affiliated companies ("Released Parties"), from any and all loss, demands, rights, suits, penalties, controversies, settlements, damages, expenses, costs, compensation, loss of services, subrogated rights, liabilities, attorneys' fees, awards, claims, and causes of action, whether arising in contract, tort, statute, strict liability, product liability, or otherwise ("Claims"), arising out of or in any way connected with the services of and/or access to the Home Studio or any Visiting studio including but not limited to Claims relating to bodily injury, illness, disease, or death sustained by Member (and/or Guest(s)). The foregoing release shall also apply to any and all Claims relating to loss or damage to property belonging Member (and/or its Guest(s)), including but not limited to wallets, keys, jewelry, or automobile, sustained in or within any areas surrounding the Home Studio or a Visiting Studio premises. The foregoing release shall apply regardless of whether or not any such Claim arises in whole or in part from the sole or concurrent negligence, omission, or fault of any Released Party.

To the extent that the governing law prohibits the foregoing release and to the fullest extent permitted by law, Released Parties' liability, if any, shall be limited to the total amount payable under this Agreement by Member to the Home Studio or \$2,000.00, whichever is less.

STAFFED & NON-STAFFED HOURS: The Home Studio is a 24-hour access studio, unless otherwise specified. Staffed hours shall be subject to change at the sole discretion of the Home Studio. Member acknowledges and agrees that he/she is purchasing a membership that allows access to the Home Studio during both staffed and non-staffed hours, and if purchasing a Sweat Elite membership, a membership that allows access to other HOTWORX Studios during both staffed and non-staffed hours. As such, Member acknowledges and agrees that there will be no supervision and/or assistance during non-staffed hours. Member further acknowledges and agrees that if he/she is injured, becomes unconscious, suffers a stroke or heart attack, or sustains an injury that there will likely be no one to respond to the emergency and that the Home Studio, a Visiting Studio and HOTWORX Franchising, LLC have no duty to provide assistance. Even though the Home Studio and/or Visiting Studio is equipped with surveillance cameras and a 'panic button'/lanyard, Member acknowledges that it is likely that should the Member require immediate assistance, none will be provided. Accordingly, it is HIGHLY recommended that Member has a workout partner accompany them while at a HOTWORX studio, but such decision is up to such person's discretion. It is further advised that Member use monitored 'panic button'/lanyard devices if and when available, when they are in any HOTWORX studio during non-staffed hours.

Member further agrees that any provided access credentials including but not limited to a mobile access pass, PIN number, biometrics data or the like is solely issued to the Member solely listed on this contract only and must not be shared with or provided to any other individuals.

INDEMNITY OBLIGATIONS: Member agrees to indemnify, hold harmless and defend the Home Studio and HOTWORX Franchising and their respective officers, directors, shareholders, owners, partners, managers, members, agents, employees, agents, affiliated companies, assigns and successors ("Indemnified Parties"), from and against all loss, liability, damages, compensation, penalties, damages, expenses, costs, settlements, judgments and/or awards, including costs, expenses and reasonable attorneys' fees as a result of any demands, actions, suits, proceedings or other such claims, whether sounding in contract, tort, statute or otherwise, arising on and after the date of this Agreement ("Claims") arising out of or in any way relating to Claims for bodily injury, sickness or death of any person or persons, or damage to or destruction of tangible property, including the loss of use resulting therefrom, caused by (i) Member's or their Guest's acts, omissions, fault, negligence or intentional conduct while on or surrounding the premises of any HOTWORX studio; (ii) Member's or their Guest's violation of any HOTWORX policy or rule concerning safety or membership conduct; or (iii) Member's or their Guest's breach of representations or warranties contained in this Agreement. The foregoing indemnity and defense obligations will apply regardless of cause or fault or negligence, including fault or negligence on the part of the Indemnified Party(ies).

STATEMENT OF HEALTH

STATEMENT OF HEALTH: Member (and/or Guest(s)) warrants that he/she is in good health and that he/she has no condition, which could be aggravated or worsened by usage of HOTWORX facilities or any equipment therein. Further, Member (and/or Guest(s)) warrants that should he/she develop a health condition which could be aggravated by usage of HOTWORX facilities or any equipment therein, that he/she will immediately cease all use of all HOTWORX facilities and all equipment therein and notify management in writing of such conditions.

HEATED SERVICE & INFRARED EXPOSURE NOTICES AND CONSENT AGREEMENT

Member (and/or Guest(s)) acknowledges and agrees that he/she is obligated to always follow manufacturers' warnings and directions for use, which can be provided, by the staff upon request and/or posted in the Home Studio. Exercising in hot temperatures can put stress on the cardiovascular system. Therefore, hot exercise programs are not recommended for and should not be used by: 1) Individuals with chronic disease or who have suffered heat strokes or heat stress in the past, history of dizziness, fainting spells, narcolepsy, and/or history of seizures. 2) Individuals with cardiovascular disease or condition, including but not limited to aneurism, angina, atherosclerosis, congenital heart disease, high blood pressure, history of stroke, etc. 3) Individuals who have alcohol or stimulant drugs in their systems (e.g. amphetamines, cocaine, etc.) 4) Children, pregnant or nursing women or individuals with heat sensitive conditions. Participation in hot exercise programs should be avoided in the event that Member takes or has been prescribed prescription medications like cardiac drugs, beta-blockers and anticholinergic or antimuscarinics medications (prescribed for Parkinson's Disease or to reduce the side effects of certain anti-psychotic drugs) as they may interfere with the body's heat loss mechanisms, making those who use them more susceptible to heat illness and impairing the participant's ability to endure the rigors of the program. If member has any of the conditions described herein, Member must provide the studio staff with a letter from Member's General Physician (on their letterhead with his/her name signed and printed) which letter must certify that the Physician understands the rigors of the program and that the Physician certifies Member is physically fit to perform and engage in all aspects of the program and he/she provides their medical consent to Member's participation. Pregnant women, elderly people and those with hyper/hypotension must seek the advice of their physician before commencing these programs. IF MEMBER IS ON OR HAS BEEN PRESCRIBED MEDICATION or if in any situation the following symptoms occur, use of heated exercise or sauna service use or any other exercise must be discontinued and medical treatment should be sought:

- 1) a feeling of sudden and severe fatigue
- 2) nausea and/or dizziness
- 3) lightheadedness or fainting, shortness of breath, passing out or near passing out
- 4) a cessation of sweating accompanied by dry, hot skin
- 5) a period of inexplicable irritability, malaise, or flu-like symptoms.
- 6) chest pain, pressure, tightness, or heart racing

PARENTAL/GUARDIAN CONSENT FOR MINORS

For clients under age 18 who wish to use HOTWORX services, a parent/legal guardian is required to sign this consent prior to using this facility/Home Studio and its services. As parent/legal guardian of the above assigned minor, I hereby grant permission for said minor to use HOTWORX services at this facility/Home Studio. I attest that I am the parent/legal guardian of said minor and attest to the age of the minor. I have carefully read, understood, and ensured all questions in this form have been answered accurately to the best of my ability and I acknowledge and agree with the above listed statements and hereby agree that said minor and I will abide by all warnings and instructions. I further understand that I am financially responsible for the minor and all related costs that may result from the minor's use of the facility/Home Studio. I understand that I am responsible for the actions and results of the actions of the minor when they are using this facility/Home Studio and that neither the facility/Home Studio nor its owners nor staff are providing supervision of the minor. I understand that minors between 12 and 15 years of age must be accompanied by a legal guardian at all times when accessing the facility/Home Studio and that the guardian must be a paying member. I understand that minors between 16 and 17 years of age are permitted to access the facility/Home Studio without a legal guardian and are provided with 24/7 access as part of their membership terms with my consent to rules and liability waivers. I understand that violation of these and all other listed rules and notices will result in the termination of the membership(s). As parent/legal guardian of the above assigned minor, I further agree to fully indemnify, hold harmless and defend the Indemnified Parties from and against all Claims arising out of or in any way relating to their minor's use of the Home Studio or any other HOTWORX studio visited by such minor.

Execution: This Agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be affected by electronic signature or delivery of electronic scans of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).

Severability: In the event any court of competent jurisdiction shall determine that any provision of this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the law. The provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all invalid or unenforceable provisions are severed, only to the extent necessary to remove such invalid or unenforceable provisions, and all remaining valid and enforceable provisions shall be enforced

I agree to comply with this membership agreement including the policies herein. I have received a copy of the membership agreement and policies and have had sufficient time to read them.



**SIGN HERE
PLEASE!**

AUTO-RENEWAL TERMS & CONDITIONS, CONSENT TO MEMBERSHIP TERM

INITIAL TERM: Member's Initial Term will commence on the first (1st) day of the month following the Effective Date of this Agreement. For the Initial Term, Member will be billed the rate of the Membership Dues on a month-to-month basis, processed on the first (1st) day of every month, unless the membership is cancelled.

Where Member purchases a membership after the first day (1st) day of the month, Member will pay a prorated amount of Membership Dues based on the number of days remaining in the month. Member's payment of prorated Membership Dues does not count towards satisfaction of the Initial Term.

If Member opts to freeze membership during Initial Term, any frozen billing cycle(s) will not count towards satisfaction of the Initial Term. See Membership Freeze provision below.

AUTO-RENEWAL DETAILS: Following the Initial Term-required six (6) billing cycles, this membership agreement will renew automatically on a month-to-month basis, charging Member at the rate of the Membership Dues, unless the membership is canceled.

In the event that Member wishes to upgrade or downgrade their membership to a different membership level, they may do so in person at the Home Studio during staffed hours. After upgrading or downgrading, Member will be billed the new applicable membership rate at the next billing cycle.



**SIGN HERE
PLEASE!**