



Gold's Gym _____

dba of: _____ and GGTN PT
LLC, collectively, the "club"

CLUB # _____ AGREEMENT #: _____

DATE: _____

AGREEMENT TYPE: _____

Customer Care Contact: customerrelations@goldsgymtn.com

Membership Agreement

☐ NEW ☐ RENEWAL ☐ REWRITE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex, race, gender or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

First Name _____ Last _____ Middle Initial _____

Street Address _____ City _____ State _____ Zip Code _____

Home Phone Number _____ Cell/Work Phone _____ Birthdate _____ Gender _____

In Case of Emergency, Call (Name) _____ Emergency Phone _____

Employer _____ E-Mail Address _____ Source _____

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE: _____

Club Enhancement Fee. Thirty days (30) following Member's enrollment date a one-time Club Enhancement Fee of \$39.99 will be billed and collected. The Club Enhancement Fee funds new or replacement equipment and other club enhancements needs.

Account Maintenance Fee. The Account Maintenance Fee is paid twice each year. The first Account Maintenance Fee of \$_____ will occur 180 days following member's enrollment date, and then on the anniversary date of Member's enrollment date and then every 180 days thereafter for the term of the membership. This charge is to maintain member's account with the third party billing company who processes the Member's EFT.

Member Initials: _____

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the Member is paying dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying dues by EFT are subject to \$5.00 increase of dues for each billing period if EFT payment is stopped or changed. This will not affect any other provisions of this agreement.**

Maximum Initial Term: Notwithstanding anything in this Membership Agreement ("Agreement") to the contrary, the duration of the initial term shall not exceed 36 months.

SHOULD YOU (THE BUYER) CHOOSE TO PAY THIS AGREEMENT IN FULL, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH CLUB CEASES TO CONDUCT BUSINESS. **Legal Guardian:** Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-signs this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Name of Legal Guardian: _____ Guardian Signature: _____

Address: _____
Guaranty: Any guarantor who signs below ("Guarantor") guarantees the full payment of all amounts owed to Gold's Gym under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold's Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor hereunder.

Guarantor's Name: _____ Guarantor's Signature: _____

Address: _____

Do not sign this Agreement until you have read it in entirety. The terms on the form are an important part of this Agreement. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges that: (A) This Agreement is a contract that will become legally binding upon its acceptance by Gold's Gym, (B) Member has examined the gym facilities and accepts them in the present condition, (C) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement, (D) This Agreement and all other Gold's Gym services and Membership Agreement constitute the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter, (E) Member has read and fully understands and agrees to all the terms and conditions in this Agreement and further agrees to follow such other rules and regulations (the "Rules and Regulations") that shall be posted in the gym from time to time by Gold's Gym in its sole discretion in the management of the facility.

CLUB REPRESENTATIVE		MEMBER		PARENT OR GUARDIAN	
		PLEASE ATTACH A VOID OR BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT		REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS	
Payment Method: _____		I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of _____			
BANK NAME		ROUTING NUMBER (9 DIGITS)		ACCOUNT NUMBER	
ACCOUNT TYPE		ACCOUNT OWNER			
CARD TYPE		ACCOUNT NUMBER		EXPIRATION M/Y	
CARD OWNER					
<small>Subject to the following conditions: (1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account. (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date. (3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made. (4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under Terms of Service. (5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation. (6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement. (7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due. (8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter: "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement. (9) This preauthorization payment arrangement shall apply to the following Applicant(s): _____</small>					
Date _____		Account Holder Signature _____			

1. YOU (THE MEMBER) MAY CANCEL THIS AGREEMENT BY SENDING NOTICE OF YOUR WISH TO CANCEL TO THE HEALTH CLUB BEFORE MIDNIGHT OF THE THIRD DAY (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS) OR, IF THE AGREEMENT IS SUBJECT TO A FINANCE CHARGE, THE SEVENTH DAY AFTER THE DAY YOU SIGNED THE AGREEMENT. THIS NOTICE MUST BE SENT BY REGISTERED MAIL TO THE FOLLOWING ADDRESS: ATTN: 3-DAY CANCELLATION, P.O. BOX 12023, MURFREESBORO, TN 37129. WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE NOTICE OF CANCELLATION, THE HEALTH CLUB WILL RETURN ANY PAYMENTS MADE AND ANY NOTE EXECUTED BY YOU IN CONNECTION WITH THE AGREEMENT.
2. IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW, IF THIS HEALTH CLUB CEASES OPERATION AND FAILS TO OFFER YOU (THE BUYER) AN ALTERNATE LOCATION WITHIN FIFTEEN (15) MILES, WITH NO ADDITIONAL COST TO YOU, THEN NO FURTHER PAYMENTS SHALL BE DUE TO ANYONE, INCLUDING ANY PURCHASER OF ANY NOTE ASSOCIATED WITH OR CONTAINED IN THIS CONTRACT.
3. STATE LAW REQUIRES THAT ANY HEALTH CLUB AGREEMENT THAT IS NOT CANCELLABLE ON THIRTY (30) DAYS' NOTICE OR LESS BE PAYABLE ONLY IN THE FOLLOWING MANNER, AND ANY HEALTH CLUB THAT ENTERS INTO HEALTH CLUB AGREEMENTS SHALL OFFER BOTH PAYMENT OPTIONS AT THE SAME PRICE, EXCLUDING INTEREST OR FINANCE CHARGES OR OTHER EQUIVALENT CHARGES THAT SHALL NOT EXCEED EIGHTEEN PERCENT (18%) OF THE TOTAL CONTRACT PRICE:
(a) Full payment within ninety (90) days after entering into the health club agreement; or
(b) Equal monthly installments with any down payment (unless exempt as provided by law) limited to thirty percent (30%) of the total cost of the agreement. Prepayment is allowed at any time with full refund of unearned finance charges.
4. PLEASE READ THIS CONTRACT CAREFULLY. THIS CONTRACT MAY CONTAIN PAYMENTS INCLUDING, BUT NOT LIMITED TO, ENROLLMENT FEES, ANNUAL FEES, MEMBERSHIP FEES, AND OTHER DIRECT PAYMENTS TO THE HEALTH CLUB, INCLUDING FULL PAYMENT FOR THE HEALTH CLUB AGREEMENT OR MONTHLY INSTALLMENT PAYMENTS WITH ANY DOWN PAYMENT (UNLESS EXEMPT AS PROVIDED BY LAW) LIMITED TO THIRTY PERCENT (30%) OF THE TOTAL COST OF THE AGREEMENT, AND, IN THE CASE OF INSTALLMENT PAYMENTS THAT ARE NOT MADE BY ELECTRONIC FUND TRANSFER OR CASH, AN ADMINISTRATIVE CHARGE, NOT TO EXCEED FIVE DOLLARS (\$5.00) FOR EACH BILLING PERIOD. ALL SUCH PAYMENTS MUST BE DISCLOSED IN THE CONTRACT.
5. THERE ARE NO AUTOMATIC OR LIFETIME RENEWALS OF THE TERM INCIDENT TO THE TERM OF THIS CONTRACT. IF THE HEALTH CLUB PROVIDES FOR A RENEWAL OPTION, THEN, UNLESS SUCH RENEWAL TERM IS CANCELLABLE ON THIRTY (30) DAYS' NOTICE OR LESS, SUCH OPTION MUST BE AFFIRMATIVELY AGREED TO IN WRITING BY THE BUYER AT THE BEGINNING OF THE RENEWAL PERIOD. IF THE HEALTH CLUB FACILITY IS LESS THAN OR EQUAL TO TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR SEVENTY-FIVE DOLLARS (\$75), WHICHEVER IS GREATER. HOWEVER, IF THE HEALTH CLUB FACILITY IS GREATER THAN TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR ONE HUNDRED TWENTY-FIVE DOLLARS (\$125), WHICHEVER IS GREATER. PAYMENT OF ANY RENEWAL SHALL BE MADE AS REQUIRED BY TENNESSEE CODE ANNOTATED, SECTION 47-18-305(a)(5)(B)(ii).
6. A CONTRACTOR AGREEMENT MAY HAVE A CONTINUING PROVISION OR STIPULATION THAT PROVIDES FOR A MONTH-TO-MONTH CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT, PROVIDED THE BUYER HAS THE RIGHT TO CANCEL THE CONTINUING PORTION OF THE AGREEMENT AFTER FULFILLING THE ORIGINAL TERM OF THE AGREEMENT BY TENDERING THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH INTENT TO THE OPERATOR BY REGISTERED MAIL. IF SUCH CONTRACTUAL OBLIGATION HAS A CONTINUING PROVISION OR STIPULATION AFTER A REQUIRED INITIAL TERM OF MORE THAN TWO (2) MONTHS, NOTIFICATION MUST BE SENT BY THE HEALTH CLUB OPERATOR TO CONFIRM THAT THE ORIGINAL OBLIGATION WAS FULFILLED AND TO REAFFIRM THE MONTH-TO-MONTH OR CONTINUING PROVISION OR STIPULATION. SUCH NOTIFICATION SHALL ALSO INCLUDE NOTICE OF THE BUYER'S RIGHT TO CANCEL

THE CONTINUING MONTH-TO-MONTH OBLIGATION UPON THIRTY (30) DAYS' WRITTEN NOTICE SENT BY THE BUYER TO THE OPERATOR BY REGISTERED MAIL.

7. ANY RENEWAL RIGHT GRANTED UNDER THIS CONTRACT SHALL EXPIRE ON THE FINAL DAY OF THE AGREEMENT. HOWEVER, THE BUYER SHALL HAVE A THIRTY (30) DAY GRACE PERIOD FROM THE DATE OF THE EXPIRATION OF THE RENEWAL RIGHT IN WHICH TO EXERCISE ANY RENEWAL RIGHT GRANTED TO THE BUYER UNDER THIS CONTRACT. THE OPERATOR SHALL HAVE THE RIGHT TO CHARGE A LATE PENALTY OF UP TO TWENTY-FIVE DOLLARS (\$25) IF THE RENEWAL RIGHTS ARE NOT EXERCISED ON OR BEFORE THE EXPIRATION DATE AS STIPULATED IN THE AGREEMENT OR ANY FUTURE RENEWAL PERIODS.

NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL: Gold's Gym reserves the right to add or eliminate locations, facilities and/or services available to Member. The hours of operation will be set by Gold's Gym and may be changed at any time in its sole discretion. Gold's Gym expressly reserves the right to add to, eliminate, or alter any program amenity, membership type or service, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. Gold's Gym reserves the right to change its Bi-Weekly Dues on all memberships, at any time, with a thirty (30) day advance notice to member, except for those on unexpired "paid in full" or "term" membership plans. The information on this Agreement is the property of Gold's Gym and its subsidiaries. Unused portions of "Paid in Full" memberships will not be refunded, but Member may transfer unused time remaining on their membership to a third party, provided the transferee signs a new membership agreement with the remaining time showing as a credit on the new agreement. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property. Each January at its discretion Gold's Gym may assess a cost of living increase on all Bi-Weekly EFT Dues.

Member Initials: _____

RULES AND REGULATIONS: Member acknowledges that Gold's Gym is a private membership facility and it reserves the right to admit or refuse to admit anyone at any time in its sole discretion. Member further acknowledges the existence of and the need for rules and regulations governing the use of Gold's Gym's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Gold's Gym will post in the facility a copy of the Rules and Regulations. Member agrees to comply with all Rules and Regulations as presently in effect or as hereinafter modified, amended or supplemented. Gold's Gym reserves the right to modify, amend, or supplement the Rules and Regulations from time to time in its sole discretion. If Member violates the Rules and Regulations Gold's Gym reserves the right to cancel their membership and restrict Member's future access in the facility. If the membership is cancelled for non-compliance of the Rules and Regulation, Member hereby agrees to forfeit any and all down payment, initiation fee and/or deposit paid to Gold's Gym. If Member is paying Dues then said Dues amount shall be discontinued. However, if there are any back Dues amount owed at the time of cancellation, Member shall continue to be liable for the said past Due amounts until such is paid in full to Gold's Gym.

RENEWAL, CANCELLATION AND DEFAULT POLICY: This Agreement will renew automatically on a month to month basis at the end of the Initial Term with Bi-Weekly dues to be paid in the amount equal to the dues for the equivalent membership type in effect at that date. However, Gold's Gym reserves the right to adjust the Bi-Weekly dues to reflect the price currently being charged for similar membership plans then in effect at the time of the conversion to a month to month membership following a thirty (30) day advance notice to Member. The buyer may cancel the renewal authorization through the Gold's Gym TN app, in which case the account will automatically expire at the conclusion of the one-year contractual period. Bi-Weekly installment payments are drafted automatically every other Friday with the billing information provided on the Member Agreement. All Bi-Weekly Dues are due and payable every other Friday beginning on the "billing date" as indicated on the Membership Agreement and may incur a late/decline fee if returned for any reason. It is the Member's responsibility to ensure funds are available for payment in their billing account on their draft date as indicated on the membership Agreement. If the billing date should fall on a weekend or holiday, it will be drafted on the previous business day. The Bi-Weekly Dues is the amount equal to the Dues in effect on the date the Member signed this Agreement plus any applicable administrative fees which member may incur or any upgrade charges and/or rate increases. If Member's account has insufficient funds to pay the amount due, Gold's Gym may deduct from Member's account such amounts as currently available in Member's account and continue charging said account until the full amount due has been collected. Gold's Gym reserves the right to change the amount of Dues, administrative charges, and other charges payable hereunder at any time after the end of the Initial Term. The Member has the right to change, freeze, or terminate this Agreement if the Member's account is current and in good standing after completing the Initial Term. There is a \$149 early termination fee to cancel a 12 Month plan if cancelled by the Member prior to fulfilling the Initial Term, due upon cancellation. All forms related to changes, freezes, and terminations are available at the Gold's Gym facility or may be submit to customerrelations@goldsgymtn.com. Termination of this Agreement must be done on Gold's Gym termination form in accordance with this Agreement and Gold's Gym polices in place at the time of termination. Upon completion of the Member's request for termination form, the member's final 30 days of Dues shall be due upon cancellation. Termination requests cannot be completed or processed until all past due balances owed have been paid in full and will continue to accrue Bi-Weekly charges, administrative charges, and any applicable late/decline, or termination fees until paid in full. Accounts on Freeze cannot be terminated until unfrozen, and any remaining Dues owed are paid. During the 30 Day cancellation period, as long as the account remains in good standing, the Member may continue to use the facility until the effective date of the cancellation which is 30 days from the date indicated on the termination form. Any payments owed from Member to Gold's Gym that is not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to Gold's Gym when due, Member shall pay all costs and expenses of collection incurred by Gold's Gym, including reasonable attorney's fees and expenses. Gold's Gym is not responsible or liable for any fees, expenses or consequential damages, including but not limited to overdraft, return, late, or over-the-limit fees or any other expense or liability whatsoever incurred by Member from their financial institution or any other account resulting from the drafting of Member's account for the payments owed to Gold's Gym. Any fees charged to Gold's Gym from

banks or credit card companies for disputed transactions that result in Charge backs or any unauthorized reversed charges of any kind to Gold’s Gym will be charged back to Member and become the responsibility of the Member to pay. The Club Enhancement Fees and Account Maintenance Fee are considered due in full when billed. No refunds, in whole or part, will be made if a member cancels this Agreement.

HEALTH REPRESENTATIONS: Member acknowledges and agrees that Member will discuss any health or medical concerns with Member’s own physician or other health professional before using the Gold’s Gym facility and Gold’s Gym assumes no responsibility regarding Member’s fitness to use the facility. Member represents and warrants that Member is in good physical condition and has no medical reason or impairment that could prevent Member from their intended use of the facility. Member acknowledges that Gold’s Gym has not given Member any medical advice before joining Gold’s Gym and cannot give Member any such medical advice after Member joins, whether related to Member’s physical condition and/or ability to use the facility and services of Gold’s Gym. Gold’s Gym may provide Member, as part of its membership services, a health assessment. This is limited to certain basic health parameters including body fat analysis and further may include blood and urinalysis testing at the Gold’s Gym facility. The results of these tests shall be sent directly to Member to be reviewed by Member’s own physician or health professional. Gold’s Gym shall render no opinion on the result of said tests.

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT: Member (and all guests and parents signing on behalf of any child under 18) agrees that if Member (and all guests and parents signing on behalf of any child under 18) engages in any physical exercise or activity or use of any of the Gold’s Gym facility, including tanning, Member does so at his or her own risk and assumes the risk of any and all injury and/or damage while engaging in any physical exercise or activity or use of any Gold’s Gym facility, including tanning. Member’s assumption of risk includes, without limitation, Member’s use of any exercise equipment (mechanical or otherwise), tanning equipment, the locker room, showers, sidewalk, parking lot, stairs, lobby area, or any equipment in any Gold’s Gym facility. Member agrees to assume the full risk from his or her participation in any activity, class, program, instruction, baby sitting or Gold’s Gym-sponsored event. Member agrees that he or she is voluntarily participating in the aforementioned activities and using Gold’s Gym facilities and premises and assumes all risk of injury, illness, damage, or loss to his or her property that might result, including, without limitation, any loss or theft of any personal property. Member agrees on behalf of his or herself (and all of his or her personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Gold’s Gym International, Inc., any of its subsidiaries or other affiliates, including the franchisee of this facility and its ownership and any of their respective employees, managers, officers, directors, agents, successors and assigns (collectively “Gold’s Gym”) from any and all responsibilities, liabilities, claims or causes of action (known or unknown) from injuries or damages arising out of or in connected with Member’s attendance at Gold’s Gym, Member’s participation in all activities at Gold’s Gym, Member’s use of equipment of machinery, or of any act or omission, including negligence, by Gold’s Gym as defined above. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Member’s use of any exercise equipment or facilities which may malfunction or break, (b) Gold’s Gym’s improper maintenance of any exercise equipment or facilities, (c) Gold’s Gym’s negligent instruction or supervision, including babying sitting, personal training, or any other form of negligence by Gold’s Gym or any employee or agent of Gold’s Gym or sub-contractor of Gold’s Gym, and (d) Member slipping and falling while in the facility or on any portion of the premises for any reason, including Gold’s Gym’s negligent inspection or maintenance of its facility. Member also agrees to waive any rights that he or she may have to commence an action or recover damages for any injury at any Gold’s Gym facility to any minor child who is a guest or Member. By execution of this Agreement, Member hereby agrees to indemnify and hold harmless Gold’s Gym (as defined above) from any loss, liability, damage, or cost Gold’s Gym (as defined above) may incur due to Member’s (and all guests and parents signing on behalf of any child under 18) presence at any Gold’s Gym facility. Member further expressly agrees that the foregoing release, waiver, and indemnity Agreement is intended to be as broad and inclusive as permitted by the law in the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. By providing my phone number to Gold’s Gym, I agree and acknowledge that Gold’s Gym may send text messages to my phone number for any purpose, including marketing purposes. I agree that these text messages may be regarding my membership account, club changes, and/or related products & services that Gold’s Gym may market to me. I acknowledge that this consent is not a condition of purchase and I can opt-out of receiving these messages anytime by replying back STOP. I acknowledge that I may receive up to 8 msgs /mo. And until I opt-out, I may receive text messages from Gold’s Gym to my phone number. Standard text or data rates may apply. **BY SIGNING THIS AGREEMENT, MEMBER ACKNOWLEDGES THEY HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. MEMBER IS AWARE AND AGREES THAT BY EXECUTING THIS WAIVER AND RELEASE, MEMBER IS GIVING UP HIS OR HER RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST GOLD’S GYM FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. MEMBER HAS READ AND HAS VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

Member Initials: _____

MISCELLANEOUS: (i) This Agreement shall be governed by the laws of the State of Tennessee without regard to principles of conflicts of laws. (ii) This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. (iii) This Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Gold’s Gym. Consent to assignment may be withheld in Gold’s Gym’s absolute discretion. Gold’s Gym may assign any or all of its rights and or obligations under this Agreement to any third party without the consent (expressed or implied) from Member. (iv) If any term or provisions of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability provisions shall not affect the validity of the remainder of this Agreement. To the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable. (v) All notices permitted or required by Member are to be submitted in writing via registered or certified mail to Gold’s Gym, addressed as set forth in this Agreement. (vi) Gold’s Gym International, Inc. or any related entity is not the owner or operator of this Gold’s Gym facility. The owner of this facility has been licensed by Gold’s Gym Franchising, Inc. to use the Gold’s Gym marks in connection with its operation. Neither Gold’s Gym Franchising, Inc., nor any related entity is contractually or otherwise liable to you. The independent

business owner is strictly liable for debts and obligations of this facility. (vii) Gold’s Gym shall not be liable to Member or any of Member’s guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold’s Gym’s premises including, but not limited to, a vehicle or its contents or any property left in a locker. However, Member shall be liable to Gold’s Gym for any damage to Gold’s Gym’s facilities or any equipment, furniture or fixture located thereon caused by Member or any Member’s guests or invitees. **GOLD’S GYM SUNLESS TANNING SPRAYS AND LOTIONS:** Member is hereby informed that its Sunless tanning delivers a faux glow by coating your skin with the chemical dihydroxyacetone (DHA). DHA interacts with the dead surface cells in the epidermis to darken skin color and simulate a tan, and the result usually lasts for several days. While the FDA allows DHA to be “externally applied” for skin coloring, there are restrictions on its use. Member acknowledges that DHA should not be inhaled, ingested, or exposed to areas covered by mucous membranes including the lips, nose, and areas in and around the eye (from the top of the cheek to above the eyebrow) because the risks, if any, are unknown. Most sunless tanning sprays and lotions do not contain a skin protecting sunscreen. Member agrees to follow the precautions noted above when tanning and to apply an even coat of sunscreen to all exposed skin at least 30 minutes before going outdoors. Furthermore, Member hereby accepts full responsibility for the use of said Sunless Tanning and forever releases and forgives Gold’s Gym, its owners, officers and staff from any and all liability or cause of action as a result of Member’s use of the Sunless Tanning.

I have read and agree to all terms and conditions as described above.

Member Initials: _____

CONTACT: Member affirms, acknowledges and attests that Member’s mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Gold’s Gym and ABC Fitness Solutions, LLC, including its agents, affiliates, and vendors, not limited to its debt collection agencies or attorneys, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address, set forth on the face of this agreement, or subsequently provided by Member to Gold’s Gym and/or ABC Fitness Solutions, LLC, including via SMS and automated dialing system and/ or prerecorded voice messages. You further acknowledge that you are not required to provide this consent, directly or indirectly, as a condition of purchasing any goods or services and that all contact information provided by you above is accurate. If you reply STOP to opt out of text alerts, the opt out will apply to text alerts only.

ARBITRATION: Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be in the city of your club location and the State of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC. **MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND GOLD’S GYM ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.**

E-SIGN CONSENT: Certain laws and regulations may require Gold’s Gym and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member’s consent, this information may be provided to Member electronically. Member’s consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the “Documents”) that Gold’s Gym and/ or ABC Fitness Solutions, LLC, may provide Member. Member’s consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Gold’s Gym and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Gold’s Gym and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member’s receipt of the Documents. Member agrees to maintain a valid email address with Gold’s Gym and/or ABC Fitness Solutions, LLC, and to promptly notify Gold’s Gym and/or ABC Fitness Solutions, LLC, of any changes to Member’s email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Gold’s Gym and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member’s electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member’s electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Gold’s Gym and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Gold’s Gym and/or ABC Fitness Solutions, LLC.**

Member Initials: _____



FITNESS AUTHORIZATION TO PRINT - PLEASE DO NOT FILL THIS FORM OUT UNLESS YOU ARE READY TO HAVE THE AGREEMENTS PRINTED OR UPLOADED.

Fax # 501.992.0807 (no need to fax if filling out this form electronically)

IMPORTANT NOTICE

By initialing and signing below as the Authorized Representative of the Club, I acknowledge and confirm the following:
(1) Prior to approving the attached membership agreement template (the "Template Agreement"), I have had the opportunity to consult, or have consulted, with the Club's attorney (a) to confirm that the Template Agreement meets all state and federal legal requirements, and (b) to confirm that the Template Agreement complies with any applicable franchising agreement. I have not relied upon ABC Fitness Solutions, LLC ("ABC Fitness Solutions") to provide any type of legal advice regarding the Template Agreement. I understand that any provision of the Template Agreement that does not comport with applicable law is the sole responsibility of the Club, and is not the responsibility of ABC Fitness Solutions. I also understand that if the Club utilizes a health club membership agreement that is not in full compliance with all applicable laws, the Club could be subject to a civil suit and/or governmental enforcement action that could result in damages or fines being assessed against the Club. I acknowledge that any violation(s) of any such laws is/are at the Club's sole risk. The Template Agreement conforms to the Club's policies and procedures.

Initials: R.D.

(2) I have closely reviewed the Template Agreement and all revisions that I have requested be made to this Template Agreement have been made. I approve the Template Agreement, and authorize the use of the Template Agreement as the Club's membership agreement. I understand that the attached Request for Preauthorized Payment (the "Authorization") will be included with my order. I authorize ABC Fitness Solutions to place the below order, if order is requested. I understand that the Club will be financially responsible, at the Revision Fees discussed below, for any changes that I may request to this Template Agreement after the date stated below.

Initials: R.D.

By proceeding to place this order, ABC Fitness Solutions acknowledges and confirms that the attached Request for Preauthorized Payment (the "Authorization") to be executed by the member is distinct from the Template Agreement, and constitutes a separate agreement between the member and ABC Fitness Solutions. ABC Fitness Solutions has consulted with its attorney and has confirmed that the Authorization meets all state and federal legal requirements. ABC Fitness Solutions has not relied upon the Club to provide any type of legal advice regarding the Authorization, and any provision of the Authorization that does not comport with applicable law is the sole responsibility of ABC Fitness Solutions, and not the responsibility of the Club.

Please note: If you do not send executed membership agreements to ABC Fitness Solutions for data entry or scanning services, you should order duplicate (2-part) forms. If you do send executed membership agreements to ABC Fitness Solutions for data entry or scanning services, or otherwise utilize a 3rd carbon copy, you should order triplicate (3-part) forms. **Please be sure to order the correct type of form because forms will not be replaced free of charge if you chose the wrong type of form. *If ordering for more than three pages, additional charges, apply***

2-PART (DUPLICATE - WHITE & YELLOW)			3-PART (TRIPLICATE - WHITE, YELLOW, & PINK)		
2-PART QUANTITY	2-PART PRICE	2-PART PRICE PER PIECE	3-PART QUANTITY	3-PART PRICE	3-PART PRICE PER PIECE
100	\$200.00	\$2.00	100	\$425.00	\$4.25
200	\$300.00	\$1.50	200	\$550.00	\$2.75
300	\$375.00	\$1.25	300	\$650.00	\$2.16
500	\$600.00	\$1.20	500	\$775.00	\$1.55
750	\$750.00	\$1.00	750	\$925.00	\$1.23
1000	\$875.00	\$0.88	1000	\$1050.00	\$1.05

SHIPPING (VIA UPS): N/A, no printed agreements

Please note the printing process takes five (5) business days to complete*

Standard Ground (10-12 business days, depending on distance. Up to 500 quantity = \$42.00; add \$10.00 for each subsequent 500).

Rush (Seven (7) business days. Add \$62.00 to Standard Ground shipping rate for the quantity selected). The rush shipment will arrive next day air via UPS* **after** the five-day printing process.

SHIP TO: n/a **CITY:** n/a **STATE:** n/a **ZIP:** n/a

DO YOU WANT THE AGREEMENTS WITH PRE-PRINTED NUMBERS?

IF YES IS CHOSEN ABC WILL DETERMINE THE NEXT AVAILABLE NUMBERING SEQUENCE. IF NO IS CHOSEN THEY WILL BE NON-NUMBERED. N/A **QUANTITY:** N/A **PAPER TYPE:** N/A

Proof # 1

Robert Dennis

Digital Signature of Authorized Representative

04 / 02 / 2025

Date (will generate automatically with e-signature)

Robert Dennis

Name of Client Representative

Managing Member

Title

Gold's Gym

Club Name

06517 & Linked

ABC Club #

CERTIFICATE of SIGNATURE

REF. NUMBER
XW6SY-9NKGQ-RXAOH-JVYZA

DOCUMENT COMPLETED BY ALL PARTIES ON
02 APR 2025 14:45:06 UTC

SIGNER

ROBERT DENNIS

EMAIL
ROBERTDDENNIS@GMAIL.COM

TIMESTAMP

SENT
01 APR 2025 18:45:23 UTC
VIEWED
02 APR 2025 14:27:32 UTC
SIGNED
02 APR 2025 14:45:06 UTC

SIGNATURE

Robert Dennis

IP ADDRESS
99.160.139.99
LOCATION
FRANKLIN, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
02 APR 2025 14:27:32 UTC

