

NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED ARTICLES

Release of liability for personal injuries and for loss of personal property at the CLUB: By the use of the facility of the Parks Health & Fitness and/or by the attendance at such facility, THE MEMBER EXPRESSLY AGREES THAT THE CLUB SHALL NOT BE LIABLE FOR ANY DAMAGE ARISING FROM PERSONAL INJURIES SUSTAINED BY MEMBER OR HIS GUESTS IN, ON OR ABOUT THE PREMISES OF THE SAID CLUB AS A RESULT OF THEIR USING THE FACILITY OR EQUIPMENT THEREIN. By the execution of this agreement Member assumes full responsibility of any such injuries or damage and further agrees that the CLUB shall not be liable for any loss or theft of personal property. Member assumes full responsibility for any injuries, damages, or loss which may occur to Member or his guest and forever release and discharge The Parks Health & Fitness, their owners, employees and agents from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known or unknown anticipated, or unanticipated, resulting from or arising out of the Member or his guests' use of the said club or facilities and equipment thereof. Member acknowledges his duty to exercise ordinary care for the protection of himself and other members while using the premises. Member assumes liability for any injuries to himself or his guests and releases CLUB from any claim with regard thereto. THE MEMBER ASSUMES THE RISK OF PHYSICAL ACTIVITY WITH HIS OWN PHYSICAL CONDITION AND ACKNOWLEDGES THAT HE HAS RECEIVED ADVICE FROM HIS DOCTOR THAT HE IS CAPABLE OF SUCH PHYSICAL EXERCISE OR THAT HE WILL SEEK SUCH ADVICE OR THAT HE ASSUMES THE RISK OF PROCEEDING WITHOUT SUCH ADVICE. Buyer acknowledges that no representation has been made regarding qualification of staff, facilities or services, or results to be obtained by use of the same.

RULES AND REGULATIONS (Subject to Change Without Notice)

1. Hours: The hours of operation shall be posted on the premises. Hours and days of operation shall be subject to change at the sole discretion of the CLUB

2. Membership Identification: All Members, upon entering the CLUB are required to sign in and show their membership tag with barcode. A fee may be charged for replacement of lost key tags. Unauthorized use of tags or facility may subject user and Member to civil and/or criminal penalties.

3. Guest Privileges: Members may bring their friends or relatives for guest visits which shall include use of all the CLUB facilities. Members may bring as many guests as they like for any one visit. All guests must be at least 18 years of age unless otherwise posted in the CLUB and at all times must be under the guidance of a CLUB instructor.

4. Maintenance of Facilities: The CLUB may be temporarily closed for periods of up to two weeks each year for maintenance purposes. Should the facilities be unavailable for Member's use at any other time, due to damage by fire, acts of God, catastrophe, accident or other reason beyond the control of the CLUB, the membership term will be extended for a period equal to the time of such unavailability.

5. Lockers: Lockers are provided on a daily basis only. Personal belongings must be placed in lockers. The Parks Health & Fitness is not responsible for lost, stolen, or damaged articles. Do not bring valuables in/on the premises.

6. Cleanliness and Conduct: Sexual harassment will not be tolerated. Suitable, presentable and clean clothing in good repair is to

be worn by Member at Member's own expense. Members wearing clothing deemed inappropriate by management may be asked to leave the facilities. Swimming suits are to be worn in the sauna areas. No swimming suits allowed in exercise area. Members should conduct themselves in such a manner that will prevent the CLUB from being damaged; its cleanliness diminished, or in any way interfere in the attitude of promoting health in the facilities. Negative attitudes, threats, fights, disruptive or threatening conduct will not be tolerated. Unauthorized outside business solicitation will not be tolerated in/on the premises.

7. Courtesy: To promote safety and more time efficient exercise programs, remember to return all plates, dumbbells and barbells to designated racks. During high-traffic workout hours, be sure to encourage members to "work in" with you between sets during your rest period.

8. Statement of Health: Member warrants that he (she) is in good health and that he (she) has no condition which could be aggravated or worsened by usage of CLUB facilities. Further, Member warrants that should he (she) develop a health condition which could be aggravated by usage of CLUB facilities, that he (she) will immediately notify CLUB management in writing of such conditions.

9. Accidents: All exercise and use of all facilities shall be undertaken by Member at Member's sole risk.

10. No Foul Language: Foul language will not be tolerated.

Violations of Posted Rules and Regulations: Reasonable rules and may be posted from time to time at the CLUB regarding the health and protection or safety of Members, and all Membership Agreements shall be subject to strict compliance therewith. Failure by Member to so comply shall permit the CLUB to revoke such Membership agreement, said revocation to be effective upon notice to Member.

Buyer recognizes that the number of members using any CLUB facility at one time may fluctuate greatly and may result in possible delays in exercise routines due to increased use of the equipment, lockers, or showers in the facility, As the CLUB grows, facilities may be improved or changed to meet particular needs. Facilities, equipment, CLUB location hours, services and regulations & policies are subject to change at the discretion of the CLUB, without affecting the enforceability of this contract.

???, upon the terms as outlined in this contract subject to their acceptance of credit information and/or The Parks Health & Fitness management approval. However, Buyer may obtain financing from a different third party if he so desires but in any event agrees that the terms of payment as outlined herein are reasonable. Member may begin use of the facilities immediately upon execution of this contract but may be subject to acceptance of the financing and/or The Parks Health & Fitness management approval.