

WAIVER OF LIABILITY: ASSUMPTION OF RISK AND RISK OF ACCIDENT

Buyer/Member represents that the buyer/member(s) (buyer and member may be the same person) is/are covered under their own insurance policies, covering any personal injuries to them personally or which they may cause to others, or which may be caused to them by others. The buyer/member agrees to deal directly with buyer/member's own carrier, and not VASA Fitness, on any claim. Buyer/member acknowledges that their membership cost reflects savings due to the fact that the Buyer/Member provides their own insurance. **ANY PERSON USING THE EQUIPMENT OR THE FACILITIES DOES SO AT THEIR OWN RISK.** It is further agreed that all exercises, including the use of weights, number of repetitions, and use of any and all machinery, equipment, facilities, amenities and apparatus shall be at the Buyer/Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by gym employees, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be the Buyer/Member's entire responsibility. **VASA FITNESS SHALL NOT BE LIABLE TO BUYER/MEMBER FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, OR CAUSES OF ACTION ARISING DUE TO INJURY TO BUYER/MEMBER, THEIR PERSON, OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE BY BUYER/MEMBER OF THE SERVICES AND FACILITIES OR THE PREMISES WHERE THE SAME IS LOCATED, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.** Buyer/Member hereby holds VASA Fitness, its employees and agents harmless from all claims which may be brought against them by Buyer/Member or on either of their behalf for such injuries or claims aforesaid. Buyer/Member shall also examine each piece of equipment prior to use and refrain from use and report the same if there is any indication that the equipment has been subjected to abuse, is damaged, or is in an unsafe or potentially dangerous condition. Buyer/Member has a duty to exercise care for the protection of himself and other members while using the premises. If any accident is caused by a defect or faulty design of the equipment, the injured party will direct any claim against the manufacturer, holding VASA Fitness harmless and subrogate their rights, if any, to VASA Fitness. Buyer/Member, if injured, or Buyer/Member's representative if Buyer/Member is unable to do so, must report any injury to VASA Fitness management immediately after any incident has occurred. Buyer/Member must also complete, sign and deliver a written incident report to VASA Fitness management within twenty four (24) hours of the time of occurrence. Buyer/Member represent that they have read and agree to abide by the rules and regulations of VASA Fitness. Buyer/Member agrees to report any violation of the rules and regulations by other gym users to gym management. Notwithstanding the fact that every gym user has agreed to abide by the rules and regulations, Buyer/Member recognize that VASA Fitness employees cannot monitor every gym user for a violation of the rules. VASA Fitness shall not be liable to Buyer/Member for any claims, demands, injuries, damages, or causes of action arising due to breach of gym rules by other gym members or users, or any conduct of gym members or users. Failure of Buyer/Member to comply with this contract or any rule or regulation shall be cause for revocation of membership without notice and without any liability for refund. Buyer/Member agrees and hereby authorizes VASA Fitness to use any picture, image, video footage, statement, etc. captured within the facility for personal files, newsletters, and promotional purposes such as newspaper articles, videos, advertisements, flyers, etc. **BUYER/MEMBER FULLY ASSUMES THE RISK THAT THEY MAY SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY, OR EVEN DEATH BY USE OF GYM FACILITIES.**

Initials

Buyer Additional Member Additional Member Additional Member Additional Member Additional Member Additional Member Additional Member

FEEES, 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 Corporation.
2. HOLIDAYS OR CLOSED DAYS/MAINTENANCE-The facilities may be temporarily closed for maintenance purposes, holidays, or for other temporary reasons at the sole discretion of management.
3. MEMBERSHIP CARDS/SIGN-IN-All members upon entering are required to provide a VASA Fitness issued barcode or use the VASA Fitness app to enter the gym facilities. Replacement of lost cards will be made upon (a) providing proof of membership, (b) providing picture identification, and (c) paying a reasonable fee. Unauthorized use of cards or facilities will subject user and member to civil and/or criminal penalties and/or non-refundable cancellation of membership privileges.
4. LOCKERS-Lockers are provided as a courtesy for day use only, and their availability is not guaranteed. Members shall provide their own locks. Combination locks are preferred. All personal belongings must be placed in lockers and not left in dressing room booths. **VASA FITNESS IS NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED ARTICLES. DO NOT BRING VALUABLES TO THE PREMISES.**
5. GUEST PASSES-All guests must present a valid guest pass and state issued photo identification to access the facilities. All guests must be at least 18 years of age or under the guidance of a parent or legal guardian. A guest fee may be required. Guests who do not present a valid guest pass or guests who are from out of town will be assessed a fifteen dollar fee (\$15) for use of facilities (Guest fee may be applied to membership purchase if enrolled the day the fee is paid).
6. DAY CARE-Day Care is provided only while the member is on the gym premises. Reservations are required. Management policies and state regulations dictate Day Care hours and rules. Rates, hours and policies may be changed at any time, and without notice, at management's discretion. Additional fees may apply.
7. CLEANLINESS AND CLOTHING- Close-toed shoes and 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. All members MUST shower each time before entering the pool or Jacuzzi.
8. WORKOUT TOWELS – To aid in machine cleaning and assist in keeping your club sanitary, all members must bring and use a personal workout towel at all times. Failure to bring and use a towel may result in denial of entry into the facility, suspension and/or revocation of membership privileges.
9. CONDUCT – Harassment, negative attitudes, foul language, threats, fights, or disruptive or threatening conduct will not be tolerated and will be grounds for suspension or revocation of membership. Other reasonable rules and regulations may be enforced at management's discretion.
10. SOLICITATION - No unauthorized business may be conducted or solicited on the premises. Unauthorized solicitation or business activity will subject user and member to civil and/or criminal penalties and/or non-refundable cancellation of membership privileges.
11. COURTESY-To promote safety and more time efficient exercise programs, member to return all plates, dumbbells and barbells to designated racks. **YOU MUST RE-RACK YOUR WEIGHTS.** Dropping weights, not re-racking weights, not cleaning equipment after use, and generally displaying poor care for the facilities will subject member and users to revocation of membership without refund. During high-traffic workout hours, be sure to encourage members to "work in" with you between sets during your rest period.
12. OTHER POSTED RULES-Reasonable rules and regulations may be posted from time to time regarding the health, protection, or safety of members and all Membership Agreements shall be subject to strict compliance therewith. Additional rules for the protection of members and the facilities may be added at any time.
13. VIOLATION-Failure by member to comply with this contract or any rule or regulation shall be cause for suspension and/or revocation of membership without any notice and without any liability for refund of paid dues or future payment of dues as agreed to in this contract.
14. PAYMENT DEFAULT-Should buyer/member default on any installment or payment due hereunder, buyer/member and any additional members included in this agreement forfeit use of all facilities until all past due installments, payments, and fees are paid.

15. RIGHT OF RECISSION-The buyer may cancel this agreement at any time prior to midnight of the third business day after the date of this agreement. A business day is any day in which the facility is open. Such cancellation must be made in writing, and either hand delivered or sent certified mail to **VASA Fitness Corporate Office located at 1259 South 800 East, Orem, UT 84097**, or by visiting cancel.vasafitness.com. Such cancellation must be postmarked, delivered, or sent within 3 business days after the date of this agreement. All materials received at the time of sign up (Barcode, Contract copy, T-shirt, Towel, etc.) must be returned. **This contract may not be canceled over the phone.**
16. EARLY RENEWAL/UPGRADE-VASA Fitness and the signing party agree that an early renewal or upgraded membership agreement will not cancel or alter in any way an existing agreement until the right of rescission period has expired for the new agreement. Any cancellation within the rescission period will cause all terms of the original agreement to remain in full force and effect.
17. CEASED OPERATION-IN THE EVENT THE HEALTH SPA FACILITY CLOSSES AND ANOTHER HEALTH SPA FACILITY OPERATED BY THE SELLER OF THIS CONTRACT, OR ASSIGNS OF THE SELLER, IS NOT AVAILABLE WITHIN FIVE (5) MILES OF THE LOCATION THE CONSUMER INTENDS TO PATRONIZE, SELLER WILL REFUND TO CONSUMER A PRORATA SHARE OF THE CONTRACT COST, BASED UPON THE UNUSED TIME REMAINING ACCORDING TO THE CONTRACT.
18. TERMINATION OF CONTRACTS - This contract may be terminated only by giving a 1 (one) month advance written notice to VASA Fitness. Monthly dues and any other applicable fees must be current to terminate this contract. If a member's employment with a company who participates in a Corporate Wellness plan terminates, or if the company terminates its Corporate Wellness plan, this contract is immediately void.
19. CANCELLATION PROCESSING FEE - A processing fee of \$25 (twenty-five dollars) will be assessed if cancelling a month to month agreement within the first 6 (six) months of membership, unless this membership is purchased as part of an employer subsidized Corporate Wellness Plan, in which case no cancellation fee will be assessed.
20. AMENITIES - Amenities and services vary between clubs and membership type. VASA Fitness reserves the right to change or charge for specific amenities.
21. RATE GUARANTEE FEE - The Rate Guarantee Fee will be applicable according to the corporate agreement.
22. MINOR - All buyer/members that sign the membership agreement, assumption of risk, and rules and regulations shall be assumed to be 18 years of age or older, or in the case of a minor member, that the buyer is the parent or legal guardian of the minor member. By signing any of these categories, buyer/member incorporates responsibility of proof of legal age and/or guardianship.
23. ELECTRONIC COMMUNICATION - To facilitate notification to buyer/member of new membership benefits, holiday hours, fitness tips, etc., buyer/member agrees that by providing their e-mail address and/or telephone number(s) either on the front of this contract or through other means that VASA Fitness and their partners may contact them via e-mail, text message or phone call. This contact may be in the form of newsletters, offers, or any other method.
24. STRIKING CLAUSE - If any portion of this contract is found to be in violation of any laws, it shall be stricken from the contract and shall have no effect on the viability of the remaining contract terms including the reverse side of this agreement.
25. CHANGES - The only person authorized to change or inquire on this contract is the adult buyer/member named as buyer of the contract.
26. COMPLETE AGREEMENT – **buyer/members acknowledge that no oral promises or statements are part of this contract.**

Buyer and/or member(s) have read the foregoing Waiver of Liability and Rules and Regulations and agree to it.

Buyer Signature	Date	VASA Fitness - Agent	Date
Additional Member Signature	Date	Additional Member Signature	Date
Additional Member Signature	Date	Additional Member Signature	Date
Additional Member Signature	Date	Additional Member Signature	Date