

Pike Fitness Facility Use Agreement

This contract is made on (_____ DATE _____) between PIKE FITNESS, and it's owners, agents, and managers (hereinafter, "Gym"), and you, the client (_____ CLIENT FULL NAME _____) (hereinafter, "Member"). By purchasing a membership and/or using the Gym facilities, Member agrees to the following terms and conditions (hereinafter, "Agreement").

FACILITY USE DESCRIPTION: Gym facility use includes access to open floor space, fitness equipment, outdoor patio area, and restroom. Facility is available by appointment only. Gym's facility may or may not be supervised, and is to be used at your own risk. Supervised exercise services are available separate from membership and at additional cost.

HOURS OF OPERATION: Hours may vary. Member must schedule appointments for use of the facility, but Gym may cancel appointments, or deny access to the facility for at any time and for any reason, including but not limited to cleaning or facility maintenance, or in the event that no manager, employee, or trainer is present to keep the facility open and operational. Members will be notified of any changes to Member appointments at our earliest possible convenience prior to closure via text or email address on file.

GYM RULES: Member agrees to the following rules. Breaking rules may lead to revocation of membership.

- Treat the facility, the equipment, and other members and staff with the utmost respect.
- DO NOT drop or slam dumbbells or weight stacks on the cable machines.
- Don't be obnoxiously loud. If we get complaints from other members, we'll give you a warning.
- Avoid inappropriate or foul language.
- With the exception of water in closed bottles, no food or drink is allowed on the gym floor.
- All equipment must be sprayed and wiped clean after use (Exceptions: barbells, kettlebells, other metal)
- All equipment must be returned to its proper place after use.
- Do not remove any equipment or Gym property from the premises.
- Cardio equipment use is limited to 30 minutes at a time.
- Share equipment with other guests and members upon request.
- Obey all verbal instructions by Gym trainers and staff.
- If you have symptoms of a communicable disease such as a cold or flu, do not come to the facility.

GYM CAPACITY/TOTAL OCCUPANCY LIMITATION: Gym capacity is limited and subject to occupancy limitations that may vary. Members may visit on a first come, first serve basis, by appointment only. Gym reserves the right to deny access to members if Gym reaches capacity.

GYM EQUIPMENT USAGE: Client agrees to use equipment only as designed for the purpose of fitness training, and will only perform exercises that they know how to perform properly, and that if unsure about how to complete a movement or exercise, Member agrees to seek professional guidance by Gym staff or trainers prior to engaging in that activity.

IMPROPER FORM WHILE TRAINING: If a Member is seen using equipment improperly or attempting a movement with poor technique, Gym may require Member to cease said activity immediately. Coaching may be recommended prior to allowing Member to attempt the movement again in the future.

CLIENT HEALTH STATUS: IT IS ADVISED THAT YOU ARE IN GOOD HEALTH, AND SEEK MEDICAL APPROVAL PRIOR TO ENGAGING IN A PHYSICAL FITNESS PROGRAM. Gym may require physician approval prior to engaging in a fitness program. Member agrees if a physical condition is present, exercise and activity may result in injury or death. Member takes full responsibility for any damages incurred whether physical or monetary that result from participation.

FORCE MAJEURE: We reserve the right to cancel sessions or close Gym with or without notice for any reason including inclement weather, inability to travel to a session, danger due to air quality, fire, war, famine, government intervention, or any other factor out of our control.

PAYMENT AND REFUND: All training services and membership dues must be paid in advance and kept up to date. Payment may be made by cash, check, or credit and debit card. Barter may also be considered but we reserve the right to refuse offers for barter. If you purchase a training package and wish to cancel training, you have 90 days to use or gift your sessions to others. We have a no refund policy except in the event of a serious medical injury or emergency, owner discretion, or if you move more than 25 miles away from our facility.



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AUTOMATIC RECURRING BILLING AND CREDIT CARD STORAGE: If you opt for any services that involve automatic recurring billing or wish to save your card in our system for easy checkout with non recurring or individual sales, you grant permission for us to store your credit card and billing information in a third party PCI DSS compliant merchant processing company of our choice and charge your account for any services you opt for, whether you use the service or not. With certain services requiring recurring billing, such as gym memberships, session-to-session personal training, group exercise membership, or online training services membership, It is your responsibility to opt out or cancel services if you wish to stop the service. If your billing information needs to be updated, we will try to contact you to update the records. If your card is declined, we have the right to stop any and all services until your billing information is updated and your account is in good standing. A receipt for any purchases may be provided to you upon request.

PRICE CHANGES: We have the right to increase our rates for services at any time but will give you at least a 30 day notice of such changes if they affect your account.

ADDITIONAL FEES AND CHARGES: Additional fees and charges may apply for products, services, or penalties not specifically included in the membership chosen, including but not limited to, late cancellation or no show penalties, personal training sessions, consulting, food and drinks, towel service, or special events. Memberships do not include an initiation or cancellation fee, however if you cancel membership for any reason, you may lose your rate of membership if you are on a special discounted promotional membership.

The following fees will apply to your account and will be charged to your card on file as soon as the

- Membership card replacement fee: \$5
- Bounced check fee: \$30
- Self-guided workout late cancel or no show penalty: \$5 per occurrence
- Towel service: \$1 per towel
- Personal training or other services late cancel or no show fee: 100% of the cost of the booked appointment

CHANGES TO AGREEMENT: Gym reserves the right to make changes to this Agreement at anytime, but terms and conditions will only apply to what has been signed herein. Gym may require the signing of new Agreement at anytime.

TERMINATION: Gym may terminate or revoke this Agreement at anytime for any reason with or without notice. Member may terminate this Agreement or membership at anytime with written notice in the form of a written letter or email, or in person at the facility. No refunds will be granted unless Member decides to cancel within 5 days of signing this Agreement. If you wish to cancel this Agreement after the fifth day of signing this Agreement, we ask that you do so before the next billing period to avoid charges.

You, the buyer, may cancel this Agreement at any time prior to midnight of the fifth business day of the health studio after the date of this Agreement, excluding Sundays and holidays. To cancel this Agreement, mail, email, or deliver a signed and dated notice that states that you, the buyer, are canceling this Agreement, or words of similar effect. The notice shall be sent via first class mail to Jeff Burmann at Pike Fitness, 8320 Bennington Ct., Vallejo, CA. 94591. You may also hand deliver notice of cancellation at the address above. You may email notice of cancellation to info@pikefitness.com. Refunds for early cancellation will be granted within 10 days if cancellation has taken place not more than five days after the signing of this Agreement.

TERM: The term of this Agreement shall begin on the date of signing, and continue for one year after the most recent membership transaction. Membership will be billed on a month to month basis, until membership is terminated.

By signing below, you understand and agree to this service agreement.

Member Signature: _____ Date: _____

Parent or Guardian Signature: _____ Date: _____

