



House Fitness & Wellness Center Terms and Conditions

By completing this purchase, using any HFWC property, equipment and its related services, products, and/or software to (i) purchase services, products, and software, you agree to be bound by our terms and conditions ("Terms"). You also accept the Terms when you become a client of one of our Service Providers, make a purchase as a guest, or log in to any HFWC Property.

This Membership Agreement between the Member, the purchaser, and House Fitness & Wellness Center ("HFWC" or "the Gym") is made and shall be effective as on the purchase date (hereinafter referred to as the "Effective Date"),

Health Attestation

The Member attests that they are fully able to participate in an exercise routine of their choice without undue risk.

Thus, by completing this purchase, the Member hereby agrees to abide by all terms and conditions in this Agreement.

Terms and Conditions

The following terms and conditions shall define and govern the relevant aspects of this Agreement:

1. Member Access and fees

This Agreement entitles the Member to access the HFWC facilities (hereinafter referred to as "Facilities") as long as the dues are paid in advance to HFWC. Dues must be paid on time as indicated by the purchased membership. Month- to-month membership dues will be charged every month on the same date (or by the first of each month if the membership was initiated between 28-31st of the month) to auto-renew the membership. Annual membership will be automatically renewed each year on the calendar date of initiation. Should dues become past due for any reason, the membership will be cancelled. The member will need to bring payment method up to date and repurchased membership and pay any applicable fees. HFWC may change membership dues under this Agreement by posting notice of such change in the HFWC Facilities at least 60 days in advance of such change and with emailed notification.

The Member agrees to pay an initiation fee and an annual fee hereinafter. The initiation fee is due immediately upon the execution of this Agreement then once annually in February of each calendar year.



The gym hereby grants the member 24-hour access to and use of the gym, located at 11650 Mission Park Dr. Ste 114, Rancho Cucamonga, Ca, 91730 and all equipment and facilities located therein for the period of time

indicated by the selected membership and terms above. Member agrees

2. HFWC Rules & Participation

Member understands and agrees that a 24-hour gym membership is a special membership based on trust. Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the Gym training facilities, premises, and equipment therein, and the Gym reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud. Without limiting Member's obligation to obey the rules and regulations of the Gym presently in force or in the future prescribed, Member agrees that he will obey the following rules by:

Mandatory 24-hour membership is required to use the facility and only one 24-hour member may enter the gym front door at a time.

*Access sharing is prohibited and will result in fines, suspension or loss of membership. Access sharing is viewed by ownership as stealing services- Only active members accounts will be allowed entry. Violations will receive fines and membership termination.

Always paying his membership dues on or before the due date each month;

Members are expected and responsible to help maintain the gym and premises. Members are expected to put away their weights and clean equipment and work areas after use. It is expected that members will pick up after themselves:

Always unloading all bars and machines when through using them and replacing all weight plates on their proper racks;

Always replacing barbells and dumbbells on their proper racks at the end of each set;

Always following directions on the proper use of the training equipment and asking for directions when necessary;

Never spitting into the water fountain; Never putting feet on the wall

Never placing weight plates or bars improperly on equipment, the walls or unsafely on the floor;



Never dropping dumbbells or barbells on the floor;

Always disposing of trash in the proper places;

Always treating members and staff with fullest respect and courtesy at all times;

Always accepting fullest responsibility for any damage done to equipment due to his misuse of the equipment. Applicable fines may be collected for violations. If damage is caused or noticed in the gym, members should contact the owner immediately to report the incident.

Loud, vulgar or profane music will not be tolerated. Members must be respectful of other members as well as surrounding businesses. A \$20 fine can be collected for violation.

Pre-approved 24-hour members under the age of 18 must be accompanied by an approved member and/or parent or have a signed waiver from parent/guardian on file until they reach the age of 18.

House Fitness & Wellness Center ("HFWC"), its staff or affiliates will not be responsible for any lost or stolen items.

Without limiting the Gym's ability to terminate this membership for cause, the Gym may terminate this membership for any reason at the end of any given month.

It is expressly understood and agreed that this contract is not assignable or transferable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

3. No Supervision

I understand that I am purchasing a membership at a 24-hour facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the gym. I am aware that if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event that there will likely be no one to respond to my emergency and that the gym has no duty to provide assistance to me while I am at the gym. I understand that even though the gym is equipped with surveillance cameras, which record but are not monitored continuously, help or assistance will not be available during non-staffed hours.

4. Assumption of Risk, Waiver of Liability, and Indemnification Agreement.



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In consideration of the risk of injury while utilizing the gym, participating in, attending, engaging in, or otherwise partaking in any and all activities, events, programs, or any other actions hosted, attended, organized, orchestrated, or facilitated by the gym or otherwise participated in through the gym (hereinafter "Activity"), and for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter "I"), knowingly and voluntarily release, waive, and discharge, through this Agreement, any and all rights, claims, or causes of action, of any kind whatsoever arising out of my participation in the Activity, including, but not limited to physical or psychological injury, personal injury, illness, paralysis, death, damages, economical or emotional loss, any and all real or personal property damage associated with participation in the Activity.

I do hereby release and forever discharge any individual, group of individuals, or entity involved in the Activity, including, but not limited to the gym and any of their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (hereinafter "Service Providers").

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with participating in the Activity, which may include, but are not limited to, damage to my real or personal property, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss and death.

I understand that these injuries or outcomes may arise from my own or other's Negligence, conditions related to travel, or the condition of the Activity locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless Service Providers against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Service Providers incur any of these or other types of expenses, I agree to reimburse any such costs.

I acknowledge that Service Providers are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Service Providers.

I acknowledge that the Activity may involve a test of a person's physical and mental limits and may carry with it potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors,



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and/or producers of the Activity. I acknowledge that I have read the previous paragraphs and know, understand, and appreciate these and other risks that are inherent in the participation of the Activity. I hereby assert that any participation in said Activity is voluntary and knowingly assume all such risks.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge the Service Providers from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Service Providers for any type of damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Service Providers.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

It is further agreed that all exercises including the use of weights, number of repetitions, and use of any and all machinery, equipment, and apparatus designed for exercising and the use of the Gym's premises and facilities shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by Gym employees or agents, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be Member's entire responsibility, and the Gym shall not be liable to Member or Member's family for any claims, demands, injuries, damages, or actions arising due to injury to Member's person or property arising out of or in connection with the use by Member of the services and facilities of the Gym or the premises where the same is located. If Member brings any personal property onto the premises of the Gym or onto the Gym's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Gym is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Gym or onto the Gym's parking area, including but not limited to, losses due to theft, damage, or car accident. Member hereby holds the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by Member, on Member's behalf, by Member's family, and Member's executors, administrators, and personal representatives for any such injuries or claims aforesaid and Member for himself and on behalf of his family, executors, administrators, and personal representatives does hereby forever release and discharge the Gym, its successors,



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assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses. This section will survive any cancellation of this Agreement.

(1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT.

(2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS GYM, YOU MAY CANCEL THIS CONTRACT VIA THIS WEBSITE OR BY MAILING TO THE GYM THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

11650 Mission Park Dr. STE 114, Rancho Cucamonga, CA 91730

(3) IF THE GYM GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE GYM MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT AND RECEIVE A REFUND OF ANY UNUSED MEMBERSHIP DUES BY MAILING A NOTICE TO THE GYM STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

11650 Mission Park Dr. STE 114, Rancho Cucamonga, CA 91730

(4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP DUES BY MAILING A NOTICE TO THE GYM STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE GYM MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS:

11650 Mission Park Dr. STE 114, Rancho Cucamonga, CA 91730



PARENTAL/GUARDIAN CONSENT

The undersigned persons are the parents or guardians of the Member in this membership agreement and make this agreement for the purpose of enabling the Member to use the ABC Gym (the "Gym") training facilities. The undersigned persons consent to the Member using the Gym training facilities and are aware of the risks involved in such use. The undersigned persons further agree that this consent shall constitute a bar to any recovery by them for any loss to them due to such use, including but not limited to loss of the Member's services or companionship or loss of or damage to any personal property. The undersigned persons hereby hold the Gym, its successors, assigns, owners, officers, directors, employees, and agents harmless from all claims which may be brought against them by the undersigned persons, Member or on Member's behalf or by Member's family for any such injuries or claims aforesaid and the undersigned persons for themselves and on behalf of Member and his family, executors, administrators, and personal representatives do hereby forever release and discharge the Gym, its successors, assigns, owners, officers, directors, employees, and agents from all claims, demands, injuries, damages, actions, losses and expenses.

Signed by Parent/Guardian

Relationship to Member: Father; Mother; Guardian; Other (state relationship)

Print Name:

Date:

Signed by Parent/Guardian

Relationship to Member: Father; Mother; Guardian; Other (state relationship)

Print Name:

Date:



GYM USE

Verified Driver's License Information: Member Parent/Guardian Parent/Guardian



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