

MEMBER COMMUNICATION: By executing this Agreement, Member hereby agrees that any USF Entity shall have the right to contact the Member through various communication media including, but not limited to, telephone, cellular phone, text messaging, email, mail, or any other medium as it may become available. This provision shall survive the termination of this Agreement.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules, regulations and policies governing the use of club equipment and facilities and participation in club programs and services (the "Rules and Regulations"). Member agrees to comply with the Rules and Regulations as presently in effect or as they may hereinafter be modified, amended or supplemented. USF reserves the right to modify, amend or supplement the Rules and Regulations from time to time at its sole discretion. USF may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior as determined by USF at its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation. **NO GUNS ARE PERMITTED IN OR ABOUT ANY CLUB PREMISES.**

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near any health or fitness club owned or managed by USF or an affiliate unless such a document is first submitted and approved by the management of USF.

LIABILITY FOR PERSONAL PROPERTY: No USF Entity or its principals, contractors, affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (together with such USF Entity, each a "USF Party") shall be liable to Member or any of the Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around a health and fitness club owned, operated, or managed by USF or an affiliate including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to USF for any damage to the facilities of, or any equipment, furniture or fixtures located in, any health and fitness club owned, operated, or managed by USF or an affiliate caused by Member or any of Member's guests or invitees.

PAYMENT DEFAULT: If Member fails to pay any amount when due under this Agreement, USF shall be entitled, at any time at its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Member agrees to pay a fee of \$20.00, and when applicable, a late charge as well as any other charges allowed by law for any EFT or credit card charge not honored by a Member's bank or credit card company. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to USF that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount due to USF when due, Member shall pay all costs and expenses of collection incurred by USF, including reasonable attorneys' fees and expenses.

RELOCATION CANCELLATION: In addition to Member's rights set forth under "Buyer's Right to Cancel" on the reverse side of this Agreement, Member may cancel this Agreement if Member permanently moves his or her principal residence to a location that is more than 25 miles from the location of the Club, unless a USF Entity owns or operates another gym facility that is not more than 25 miles from Member's new principal residence and transfers Member's membership privileges to such facility (or an agreement with any affiliated Fitness Facility that is not more than 25 miles from Member's new principal residence allowing Member to transfer his/her membership privileges to such facility); provided, that Member shall provide proof to the Club (which shall be satisfactory to the Club at its sole discretion) of Member's new address, new telephone number, the name and address of Member's new employer, if any, and that Member's move is permanent. **CANCELLATION PROCEDURES:** In the event of any such cancellation described in the preceding paragraph, Member shall be relieved from the obligation of making payment for services other than those received prior to the effective date of cancellation and Member shall be entitled to a prorated refund for any unused portion of any prepaid dues or initiation fees. To effect any such cancellation, Member must deliver written notice to the Club in accordance with the provisions or evidence of membership previously delivered to Member. Cancellation shall be effective 30 days after the next scheduled payment due date after such notice has been received. Member's account must be current and in good standing before USF will process any such request to cancel.

No Other Right to Cancel, Including for Non-Use of Facilities: This Agreement is not cancel-able by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities or services of any club.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to each USF Party that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of the facilities or services of any health and fitness club owned, operated, or managed by USF or an affiliate. Member acknowledges that no USF Party has any expertise in diagnosing or treating medical conditions, has given Member any medical advice before Member entered into this Agreement and cannot give Member any such advice after Member enters into this Agreement, whether related to Member's physical condition and ability to use the facilities or services of any health and fitness club owned, operated, or managed by USF or an affiliate, or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health care professional before using any health and fitness club owned, operated, or managed by USF or an affiliate, whether Member is generally in good health or has a history of health issues.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of the facilities, equipment, services or programs in any health and fitness club owned, operated, or managed by USF or an affiliate involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks for all likely and unlikely, reasonably and unreasonably expected personal injury or loss to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against any USF Party for any such personal injury or loss (and no USF Party shall be liable to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury or loss), including, without limitation (i) injuries arising from use of any exercise equipment, machines and tanning booths which may malfunction or break, whether properly or improperly maintained, (ii) injuries arising from participation in supervised or unsupervised activities, personal training and programs in exercise rooms, running tracks, rock walls, swimming pools, hot tubs, courts or other areas of the Club or any other health and fitness club owned, operated, or managed by USF or an affiliate, (iii) injuries or medical disorders resulting from exercising at the Club or any other health and fitness club owned, operated, or managed by USF or an affiliate, whether onsite or offsite, including but not limited to heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons, (iv) accidental injuries within and around the Club or any other health and fitness club owned, operated, or managed by USF or an affiliate but not limited to locker rooms, steam rooms, whirlpools, hot tubs, spas, saunas, showers, dressing rooms, parking areas and sidewalks, and/or (v) injuries arising from negligent hiring or negligent retention by any USF Entity of any employee (each such injury or loss, a "Loss"). Member acknowledges that (x) no USF Party manufactures any of the fitness or other equipment used in the Club or any other health and fitness club owned, operated, or managed by USF or an affiliate, and (y) no USF Party manufactures any vitamins, food products, sports drinks, nutritional supplements or other products sold at the Club or any other health and fitness club owned, operated, or managed by USF or an affiliate; accordingly, no USF Party shall be held liable for any such defective equipment or products. Member shall indemnify each USF Party and save and hold each of them harmless against and pay on behalf of or reimburse any such USF Party as and when incurred for any Losses which such USF Party may suffer, sustain or become subject to, as a result of, in connection with, relating to or incidental to by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

DISPUTES; ARBITRATION. Member agrees that any dispute or claim relating in any way to Member's use of any equipment, facilities, programs, personal training instruction, classes, activities, and/or any other services or events provided by, or sponsored by, any health and fitness club owned, operated, or managed by a USF Entity or by any USF Entity (collectively, the "Club Facilities") (whether supervised or unsupervised and whether on or off such club's premises) or in any way related to Member's membership in such club will be resolved by binding arbitration rather than in court, except that Member may assert claims in small claims court if such claims qualify. The Federal Arbitration Act (as amended) and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, Member must send a letter (via certified mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid), addressed to US Fitness Holdings, LLC, 1760 Old Meadow Road, Suite 300, McLean, VA 22102, Attention: Registered Agent, requesting arbitration and describing Member's claim. The arbitration shall be conducted by the American Arbitration Association ("AAA") under its rules. The AAA's rules are available at www.adr.org or by calling 800-778-7879. Member and each USF Party each agree to pay his/her/its own fees and costs relating to the arbitration. Member understands and agrees that the initial payment to commence an arbitration will be paid by Member, and that USF will reimburse such filing fee if Member is eventually successful in Member's arbitration proceeding. Payment of all filing and arbitrator fees will be governed by the AAA's rules. Member and each USF Party each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class-action, class-wide, or consolidated basis, or representative action. There shall be no right or authority for any claims to be arbitrated on a class-action, class-wide, or consolidated basis or representative action whatsoever, and Member understands that Member is waiving any right to proceed in a class action, class-wide, or consolidated basis or representative action, whether within or outside of arbitration, and understands that all claims regarding Member's relationship with a USF Party are governed solely on an individual basis in arbitration. If for any reason a claim proceeds in court rather than in arbitration, Member and each USF Party each waive his/her/its right to a jury trial. In the event of a conflict between this paragraph and any other section of this Agreement, the terms and provisions of this paragraph shall govern.

MISCELLANEOUS: (i) This Agreement and any dispute of any sort that might arise between Member and a USF Party shall be governed by, construed, and enforced in accordance with the Federal Arbitration Act (as amended), applicable federal law, and the internal laws of the State of Virginia without regard to its principles of conflicts of laws, (ii) the Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth of Virginia pursuant to the provisions of the Virginia Health Club Act; however, the buyer should first attempt to resolve with the health club any complaint the buyer has or may have with the health club, (iii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iv) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of USF, which consent may be withheld in the sole and absolute discretion of USF, (v) this Agreement may be assigned by USF (whether by merger, sale of assets, or otherwise) and its successors and assigns without the consent of, or notice to, Member, (vi) 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 shall not affect the validity of the remainder of this Agreement, and 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, and (vii) except as otherwise expressly provided herein, all notices permitted or required to be given to a USF Party or the Club hereunder shall be given by personal delivery to the General Manager of the Club or by certified mail, return receipt requested, addressed to the Club at Onelife Fitness®, **651 Hogan Drive, Newport News, VA 23606** to the attention of the General Manager.