

Villa Sport Fitness – Updates to Membership Terms and Conditions

WELCOME TO VILLA SPORT FITNESS!

As of December 18, 2025, your Crunch membership has been transferred to VS ID Fitness Holdings LLC and its affiliates, which operates Villa Sport Fitness. The Membership Terms and Conditions (a/k/a/ Membership Agreement) have been revised and updated to reflect the clubs' new ownership, your rights as a member, and your dues/fees obligations.

Below are summaries of some important provisions.

Membership Dues: Your dues will remain the same through the end of 2025. Thereafter, Villa Sport Fitness may adjust monthly dues occasionally in its discretion upon first giving you notice.

Facility, Maintenance, and Other Fees: Annual fees for existing members will remain the same through the end of 2025, but are also subject to adjustment occasionally with prior notice to you in Villa Sport Fitness' discretion based on usage of and changes and upgrades to your club facilities.

Use of Club: Your right to use your club facilities remains unchanged; however, the hours of operation and the availability of specific amenities may change once Villa Sport Fitness integrates its operations with its other facilities in the Treasure Valley.

Club Rules: Please follow all Villa Sport Fitness club rules. They are required as part of your membership and are subject to change occasionally.

Membership Privileges: Please be on the lookout for expanded membership privileges now that your club has joined the Villa Sport Fitness family of clubs.

Below are the full provisions of other important changes.

Nature of Membership. This agreement grants a right to use and enjoy the designated Villa Sport Fitness home club (“**Home Club**”) or, if purchased, multiple clubs (individually a “**Club**” and, if applicable, collectively the “**Clubs**”), including the Home Club, as more specifically set forth below, in accordance with the terms hereof and the Club Rules (such right of use as so restricted, the “**Membership**”). A more detailed description of the services, facilities, and hours of access to which Members are entitled can be found on Villa Sport Fitness's website at <https://www.villasport.com>. This Membership may be ended in accordance with this agreement and the Club Rules. In the event of any inconsistency between the terms of this agreement and the Club Rules, the terms of this agreement shall control. This Membership does not grant or carry with it any interest in any club, Villa Sport Fitness, or their assets. This Membership does not give any right to any Members to participate in the management or operation of any club. This agreement and this Membership may be revised or amended by Villa Sport Fitness at any time, and you agree to be bound by any future revisions or amendments, which shall be made without prior notice to you, but which may be available for your review on the Membership account page. No Member may assign or transfer this agreement or his or her Membership rights. Villa Sport Fitness may transfer or assign this agreement and this Membership and/or the dues or fees payable under this Membership without prior notice to you, in Villa Sport Fitness's sole and absolute discretion.

Type of Membership. If a single Club membership was purchased, it grants a right to use and enjoy only the Home Club. Any reference in this agreement to a singular Club shall also refer to any other Clubs used by any Member. If a multi-Club membership was purchased, it grants a right to use and enjoy the Home Club and the other Club(s) on the Membership. Certain multi-Club memberships may also include additional benefits and/or discounts. Villa Sport Fitness reserves the right to modify or cancel multi-Club memberships, plus any accompanying benefits and/or discounts, at any time. You further acknowledge and agree that (i) Villa Sport Fitness reserves the right to charge extra fees, dues and/or enrollment fees for use of any club not included in the Membership; (ii) nothing in this agreement shall be construed as a guarantee of access to a certain number of

clubs or to specific clubs, or to specific amenities or services at a club; (iii) Villa Sport Fitness's designation of multi-Club memberships may be based upon a variety of factors, including costs and expenses, services, equipment, location, club size, club age, renovations, amenities, trends and the market; (iv) Villa Sport Fitness may exclude certain clubs from certain multi-Club memberships even if those clubs may appear comparable to the Clubs available in the Membership; and (v) no two Villa Sport Fitness clubs are alike and to understand the size, amenities, services and features of a particular club, you will need to visit that club.

Payment of Enrollment Fees. Villa Sport Fitness may establish and adjust the amount, manner and terms of payment of the enrollment fees payable by members. Changes in this Membership, including the addition of Members, or a change in Home Club or multi-Club membership type, may result in enrollment fees being due and owing. Enrollment fees are deemed fully incurred upon execution of this agreement. Accordingly, no portion of an enrollment fee is refundable except as expressly set forth elsewhere in this agreement. If this Membership ends, new enrollment fees may be due and owing upon rejoining.

Dues. Villa Sport Fitness may establish and adjust the amount, manner and terms of payment of dues for this Membership. Changes in this Membership, including the addition or removal of Members, or a change in Home Club or multi-Club membership type, may result in an adjustment in the dues. The obligation to pay dues is not dependent on the availability of all Club facilities, services, or the Member's frequency of use. Weather, events, league play, repairs, maintenance, holidays, full or partial government-mandated closures or restrictions, and/or other occurrences may make it necessary for Villa Sport Fitness to restrict the use of or close all or portions of the facilities temporarily. Villa Sport Fitness may make permanent changes to the Clubs, which may result in the elimination or substitution of certain programs, services, or equipment. Villa Sport Fitness will not reduce or suspend dues when the facilities or services are not available.

Charges and Services. Villa Sport Fitness may establish and adjust the amount, manner and terms of payment for goods, services, categories of membership or members, multi-Club membership types and use of the facilities by members and guests. Villa Sport Fitness may charge for activities, events, and services, including those that were previously free of charge. Except as otherwise expressly stated via written agreement between you and Villa Sport Fitness, all purchased services are (i) non-refundable; (ii) non-transferable (unless purchased under a family share plan, if available); and (iii) expire automatically upon the earlier of (a) the Membership ending or purchasing Member removal if not purchased under a family share plan (unless the services are also available to the general public), or (b) the stated expiration applicable to the service. All payments for purchased services are subject to late fees and other charges. Certain services may or may not be transferable to other Clubs.

Taxes. Villa Sport Fitness may apply all federal, state and local taxes, if any, to all fees, dues, services and goods sold.

Involuntary Termination or Suspension. In accordance with the Club Rules and this agreement, Villa Sport Fitness may terminate or temporarily suspend a Member or this Membership for any or no reason, including if (i) you fail to make timely payments of dues or other charges; (ii) the electronic funds transfer or credit/debit card payments are interrupted or discontinued for any reason and you do not promptly provide an acceptable alternative; (iii) any Member associated with this Membership fails to follow any of the Club Rules or violates any part of this agreement; or (iv) Villa Sport Fitness determines that the Member's (or Member's guest's) conduct is improper or harmful to the best interests of Villa Sport Fitness or its members. In the event of the suspension of any Member associated with this Membership, you will continue to be charged and obligated to pay the Membership dues in full during the suspension. In the event of an involuntary termination of a Member or this Membership, such termination shall be effective immediately and all applicable amounts due under the account shall be due and owing immediately in accordance with the Club Rules and the terms hereof, and the Member or this Membership, as applicable, may be ineligible to rejoin this or any other club, in Villa Sport Fitness's sole and absolute discretion.

WAIVER OF CLAIMS AND ASSUMPTION OF RISK.
EACH MEMBER AND GUEST MUST HAVE A VALID WAIVER ON FILE TO USE CLUB FACILITIES AND PARTICIPATE IN CLUB ACTIVITIES. YOU ACKNOWLEDGE THAT USING

AND PARTICIPATING IN ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, INVOLVES A RISK OF INJURY, WHETHER CAUSED BY VILLA SPORT FITNESS, A MEMBER OR GUEST, OR SOMEONE ELSE. SPECIFIC RISKS, INHERENT AND OTHERWISE, VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES, SUCH AS CUTS OR BRUISES, TO MAJOR INJURIES, SUCH AS CONCUSSIONS OR BROKEN BONES, TO CATASTROPHIC INJURIES, SUCH AS PERMANENT DISABILITY OR DEATH. THERE ARE POTENTIAL RISKS THAT MAY PRESENTLY BE UNKNOWN OR UNFORESEEABLE. WITHOUT LIMITATION, INJURIES MAY RESULT FROM SLIPPERY SURFACES, EQUIPMENT MALFUNCTION, IMPROPER MAINTENANCE, INADEQUATE SUPERVISION, POOR TRAINING, FAILURE TO WARN, AND OTHER CAUSES WITHIN AND OUTSIDE THE CONTROL OF VILLA SPORT FITNESS.

YOU ACKNOWLEDGE VILLA SPORT FITNESS HAS NO DUTY TO MONITOR OR SUPERVISE OR PROVIDE TRAINING FOR THE MEMBERS' OR GUESTS' VISITS TO CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, OR THE USE OF EQUIPMENT, MACHINES, POOLS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, COURTS AND OTHER AMENITIES AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES.

YOU ACKNOWLEDGE THE ACTUAL OR POTENTIAL PRESENCE OF PATHOGENS, INCLUDING, WITHOUT LIMITATION, VIRUSES, BACTERIA, FUNGI, AND PARASITES (COLLECTIVELY, "PATHOGENS") WITHIN, ON, AND AROUND CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, AND THAT USING AND PARTICIPATING IN THE ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, INVOLVES A RISK OF EXPOSURE TO AND HARM FROM PATHOGENS AND RESULTING COMMUNICABLE DISEASES, WHETHER CAUSED BY OR ORIGINATING FROM VILLA SPORT FITNESS, A MEMBER OR GUEST, OR SOMEONE ELSE. YOU ACKNOWLEDGE AND AGREE VILLA SPORT FITNESS CANNOT PREVENT YOU, OTHER MEMBERS, YOUR SPOUSE, DOMESTIC PARTNER, CHILDREN, RELATIVES OR GUESTS FROM BEING EXPOSED TO, CONTRACTING OR SPREADING PATHOGENS OR DISEASES CAUSED BY PATHOGENS WHILE UTILIZING AND PARTICIPATING IN SUCH ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES.

IN CONSIDERATION OF THE MEMBERS' AND THEIR GUESTS' RIGHT TO ENTER INTO AND PARTICIPATE IN THE ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, YOU UNDERSTAND AND VOLUNTARILY ASSUME AND ACCEPT ALL OF THESE RISKS AND AGREE THAT VILLA SPORT FITNESS, ITS CORPORATE AFFILIATES, AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND INDEPENDENT CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES") WILL NOT BE LIABLE FOR ANY INJURY (PERSONAL, BODILY, OR MENTAL) OR DEATH, ECONOMIC LOSS OR ANY PROPERTY DAMAGE TO THE MEMBERS OR THEIR RESPECTIVE SPOUSES, DOMESTIC PARTNERS, GUESTS, CHILDREN, OR RELATIVES ARISING OUT OF OR RELATING TO THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES AND/OR ANY THIRD PARTY, WHETHER OR NOT SUCH INJURY, DEATH, ECONOMIC LOSS OR DAMAGE IS RELATED TO EXERCISE.

YOU UNDERSTAND AND ACKNOWLEDGE THAT VILLA SPORT FITNESS (I) DOES NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT AT ITS FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, BUT PURCHASES AND/OR LEASES THE EQUIPMENT AND (II) IS PROVIDING RECREATIONAL SERVICES AND SHALL NOT BE LIABLE FOR DEFECTIVE PRODUCTS. YOU AGREE THAT ALL USE OF CLUB

FACILITIES, EQUIPMENT, MACHINES, POOLS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, COURTS AND OTHER AMENITIES, ALL USE OF OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES AND ITS/THEIR RESPECTIVE EQUIPMENT, MACHINES AND OTHER AMENITIES, AND ANY TRANSPORTATION PROVIDED BY VILLA SPORT FITNESS, IS UNDERTAKEN BY THE MEMBERS OR ANY OF THEIR GUESTS AT THEIR OWN RISK. ACTIVITIES CAN RANGE IN DIFFICULTY LEVEL AND YOU ATTEST ON BEHALF OF THE MEMBERS AND THEIR GUESTS THAT EACH PARTICIPANT IS AWARE OF THE DIFFICULTY LEVEL AND PHYSICALLY, MENTALLY, AND EMOTIONALLY CAPABLE OF ENGAGING IN THE ACTIVITIES.

YOU UNDERSTAND AND ACKNOWLEDGE THAT, DURING AQUATIC ACTIVITIES INVOLVING MINOR AND/OR NON-PROFICIENT MEMBERS OR GUESTS, A SUPERVISING ADULT MEMBER OR ADULT GUEST, AS APPLICABLE, MUST ALWAYS (1) BE WITHIN ARM'S REACH OF NON-PROFICIENT SWIMMERS AND (2) MAINTAIN SIGHT OF PROFICIENT MINOR SWIMMERS. YOU AND THE OTHER MEMBERS AND YOUR GUESTS WILL NOT RELY ON VILLA SPORT FITNESS LIFEGUARDS OR STAFF FOR THE SAFETY OF ANY MEMBER OR GUEST INVOLVED IN AQUATIC OR OTHER ACTIVITIES. YOU ACKNOWLEDGE THAT VILLA SPORT FITNESS IS UNDER NO OBLIGATION TO MONITOR OR SUPERVISE, OR OTHERWISE ENSURE THE SAFETY OF, ANY MEMBER OR GUEST ENGAGED IN ANY ACTIVITY WITHIN OR OUTSIDE A CLUB FACILITY. MEMBERS MUST ALWAYS EXERCISE DUE CARE AND CAUTION AND THEY MUST DIRECTLY SUPERVISE, AND ENSURE THE SAFETY OF, THEIR MINOR MEMBERS AND THEIR GUESTS AT ALL TIMES.

ALL MEMBERS AND THEIR GUESTS ARE URGED TO OBTAIN A PHYSICAL EXAMINATION FROM A QUALIFIED MEDICAL PROFESSIONAL AND APPROPRIATE INSTRUCTION FROM TRAINED PERSONNEL BEFORE USING ANY EQUIPMENT, MACHINES, POOLS, WHIRLPOOLS, SAUNAS, STEAM ROOMS, COURTS OR OTHER AMENITIES, OR PARTICIPATING IN ANY EXERCISE CLASS OR OTHER CLUB ACTIVITY, WHETHER AT THE CLUB FACILITY OR OTHERWISE. YOU CONSENT TO VILLA SPORT FITNESS SECURING AND/OR PROVIDING ANY AND ALL MEDICAL CARE FOR MEMBERS AND THEIR GUESTS IN THE EVENT OF EMERGENCY (INCLUDING TRANSPORTATION TO AN EMERGENCY MEDICAL CARE FACILITY VIA AMBULANCE OR OTHER EMERGENCY TRANSPORT), AND ACCEPTS FINANCIAL RESPONSIBILITY IF SUCH CARE IS GIVEN. IN CONNECTION WITH YOUR FINANCIAL RESPONSIBILITY, YOU REPRESENT AND WARRANT YOU HAVE ADEQUATE INSURANCE, OR THE FINANCIAL ABILITY TO OTHERWISE COVER, THE COSTS ASSOCIATED WITH ANY INJURY OR DAMAGE YOU OR OTHER MEMBERS OR YOUR GUESTS MAY SUFFER WHILE USING AND PARTICIPATING IN ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES, AS WELL AS THE SECURING AND PROVISION OF ANY AND ALL MEDICAL CARE FOR YOU AND OTHER MEMBERS AND YOUR GUESTS IN THE EVENT OF EMERGENCY.

INDEMNIFICATION. IN THE EVENT THAT A CLAIM, DEMAND OR LAWSUIT FOR INJURY (PERSONAL, BODILY OR MENTAL) OR DEATH, ECONOMIC LOSS, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES AND/OR ANY THIRD PARTY IS MADE BY ANY MEMBER OR A MEMBER'S FAMILY OR GUEST, YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS (THAT IS, DEFEND AND PAY, INCLUDING COSTS AND ATTORNEYS' FEES) THE RELEASED PARTIES FROM AND AGAINST SUCH CLAIM, DEMAND, OR LAWSUIT. YOU SHALL ALSO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIM, DEMAND OR LAWSUIT ARISING OUT OF OR RELATING TO ANY INJURY (PERSONAL, BODILY OR MENTAL) OR DEATH, ECONOMIC LOSS, OR PROPERTY DAMAGE INVOLVING THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF THE MEMBERS OR ANY OF THEIR GUESTS.

LIMITATION OF LIABILITY AND DAMAGES. YOU AGREE THAT VILLA SPORT FITNESS IS NOT RESPONSIBLE OR LIABLE TO MEMBERS OR THEIR GUESTS FOR ANY PROPERTY DAMAGED, LOST OR STOLEN IN OR ABOUT CLUB FACILITIES, INCLUDING THE LOCKERS AND THE PARKING AREAS, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT FITNESS USES FOR ITS ACTIVITIES. MEMBERS AND THEIR GUESTS AGREE NOT TO STORE ANY VALUABLE ITEMS IN LOCKERS OR AUTOMOBILES, AND TO USE THE LOCKERS SOLELY FOR TEMPORARY CLOTHING STORAGE. YOU ARE FINANCIALLY RESPONSIBLE FOR ANY DAMAGE TO CLUB PROPERTY CAUSED BY ANY MEMBER OR THE MEMBER'S GUESTS AND SHALL REIMBURSE VILLA SPORT FITNESS FOR SUCH COST UPON DEMAND. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL VILLA SPORT FITNESS BE LIABLE TO ANY MEMBER OR GUEST FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES. IN THE EVENT LIABILITY IS IMPOSED ON VILLA SPORT FITNESS FOR PROPERTY DAMAGE, LOSS OR THEFT, THE AMOUNT AWARDED SHALL NOT EXCEED \$500.

MINOR CHILDREN/GUESTS. ON BEHALF OF ANY MINOR CHILDREN OR GUEST UNDER THE AGE OF 18, YOU ASSUME AND ACCEPT ALL RISKS OF INJURY OR LOSS TO YOURSELF OR ANY SUCH MINOR CHILDREN OR GUEST. BY SIGNING THIS AGREEMENT, YOU WAIVE AND RELEASE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND LAWSUITS THAT ANY SUCH MINOR CHILDREN AND/OR GUEST AND/OR YOU, INCLUDING YOUR SPOUSE, DOMESTIC PARTNER, HEIRS, ASSIGNS AND NEXT OF KIN, MAY HAVE AGAINST THE RELEASED PARTIES FOR INJURY (PERSONAL, BODILY OR MENTAL) OR DEATH, ECONOMIC LOSS, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES AND/OR ANY THIRD PARTY. YOU REPRESENT AND WARRANT TO VILLA SPORT FITNESS THAT YOU HAVE THE FULL LEGAL AUTHORITY TO (I) ASSUME AND ACCEPT SUCH RISKS, AND WAIVE AND RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM SUCH CLAIMS, DEMANDS AND LAWSUITS, OF ALL SUCH MINOR CHILDREN AND GUESTS; AND (II) ACT FOR AND ON BEHALF OF ALL THE MINOR CHILDREN AND GUESTS. YOU ACKNOWLEDGE EXPLAINING THE ABOVE ACTIVITIES AND RISKS TO ANY SUCH MINOR CHILDREN OR GUESTS WITH THE MENTAL CAPACITY TO UNDERSTAND, AND SUCH MINOR CHILDREN OR GUESTS WISH TO PARTICIPATE IN THE ACTIVITIES AND ASSUME THE RISKS.

ARBITRATION. ARBITRATION MEANS THAT NEITHER YOU NOR VILLA SPORT FITNESS CAN SUE THE OTHER IN COURT AND THAT A NEUTRAL ARBITRATOR WILL DECIDE THE DISPUTE, NOT A JUDGE OR JURY. UNLESS MANDATED BY APPLICABLE LAW, EACH PARTY SHALL BEAR HIS OR HER OR ITS OWN ATTORNEYS' FEES AND COSTS. IF IT IS DETERMINED BY THE ARBITRATOR OR A COURT THAT ANY PART OF THE DISPUTE IS NOT SUBJECT TO ARBITRATION, THE PARTIES ACKNOWLEDGE, AGREE AND STIPULATE THAT THE PART OF THE DISPUTE THAT IS NOT SUBJECT TO ARBITRATION SHALL BE STAYED PENDING RESOLUTION OF THE ARBITRATION. THE ARBITRATION AWARD SHALL BE BINDING, COMPLETE AND FINAL, WITH NO RIGHT OF APPEAL. THE ARBITRATOR SHALL HAVE THE EXPRESS RIGHT AND DISCRETION TO FASHION INJUNCTIVE OR ANY OTHER FORM OF EQUITABLE RELIEF BUT NOT THE RIGHT OR DISCRETION TO AWARD ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES. THE PARTIES AGREE THEY SHALL NOT DISCLOSE THE EXISTENCE, CONTENT, OR RESULT OF THE ARBITRATION WITHOUT THE PRIOR WRITTEN CONSENT OF BOTH PARTIES. YOU ALSO ACCEPT THE ABOVE DISPUTE RESOLUTION PROCEDURE FOR ANY DISPUTE BETWEEN ANY MINOR CHILDREN UNDER THE AGE OF 18 AND VILLA SPORT FITNESS.