

**PLEASE READ CAREFULLY BEFORE SIGNING. YOU OR THE RESPONSIBLE PRIMARY MEMBER, PARENT OR LEGAL GUARDIAN, AS APPLICABLE, ARE WAIVING CERTAIN LEGAL RIGHTS INCLUDING, WITHOUT LIMITATION, THE WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND LIMITATION OF LIABILITY AND DAMAGES, ARBITRATION, AND WAIVER OF CLASS ACTION AND JURY RIGHTS.**

**MEMBERSHIP AGREEMENT**

Except as provided below, this Membership Agreement (“**Agreement**”) is between Villa Sport (“**Villa Sport**”), as Villa Sport is more specifically defined in the notices to residents, and the primary member (“**Primary Member**”), who shall be responsible for all members listed or, if your Membership type permits other Members, subsequently added (each, including the Primary Member, a “**Member**”). Differences between (1) Villa Sport Athletic Club, and (2) Villa Sport Fitness memberships are noted in brackets.

**[Fitness Members Only]:** Notwithstanding the foregoing, Villa Sport Fitness memberships may have a Primary Member as young as twelve (12) years old if this Agreement is signed by the Primary Member’s parent or legal guardian (“**Responsible Parent**”), who shall be responsible for the Primary Member. In such instance, this Agreement is between Villa Sport and the Responsible Parent. If the Primary Member is eighteen (18) years of age or older, any references to “**you**” shall refer to the Primary Member. If the Primary Member is under eighteen (18) years of age, any references to “**you**” shall refer to the Responsible Parent.]

**CREDIT/DEBIT CARD / EFT AUTHORIZATION**

You authorize Villa Sport, or its agents on its behalf, to automatically and without notice charge your designated credit/debit card or draft from your designated account, or any successor or replacement card or account, for the enrollment and other fees, charges, and prorated dues described as now due, and on a monthly basis thereafter for any and all amounts due and owing to Villa Sport, including your then-current month’s dues, any unpaid past dues, and any other fees, taxes or charges from your account(s). If your card or account is rejected or returned unpaid for any reason, you authorize Villa Sport to resubmit it for payment one or more subsequent times in the future. You agree to notify Villa Sport promptly of any successor or replacement card or account. All members on your account are automatically designated as “authorized to charge” and may charge to your account and/or use your card on file for the purchase of products or services at Villa Sport (subject to the monthly charge limit), unless you change this designation. **YOU ACKNOWLEDGE THE RIGHT TO RECEIVE PRIOR NOTICE OF VARYING TRANSFER AMOUNTS IF YOU AUTHORIZE VILLA SPORT OR ITS AGENTS ON ITS BEHALF TO CHARGE YOUR DEBIT CARD OR DRAFT FROM YOUR ACCOUNT ON A MONTHLY BASIS FOR ANY AND ALL AMOUNTS DUE AND OWING TO VILLA SPORT, INCLUDING THEN-CURRENT MONTH’S DUES, ANY UNPAID PAST DUES, AND ANY OTHER FEES, TAXES OR CHARGES (SUBJECT TO THE MONTHLY CHARGE LIMIT). HOWEVER, YOU ELECT TO ONLY RECEIVE PRIOR NOTICE OF AN ELECTRONIC FUND TRANSFER FROM YOUR ACCOUNT IF THE MONTHLY CHARGE LIMIT IS EXCEEDED OR VILLA SPORT ADJUSTS MONTHLY DUES.** In accordance with Villa Sport’s Rules and Regulations, as they may be changed from time to time and differ from club to club (“**Club Rules**”), hereby incorporated by this reference, you shall be subject to the payment of late fees, collection costs, interest, and attorneys’ fees if you fail to make timely payment of any of the above charges, and this Membership may be suspended, considered delinquent, or terminated without prior notice at the option of Villa Sport if you fail to pay any charges on their due date. Should this Membership be terminated, you will remain responsible for all unpaid amounts, together with any late fees, collection costs, interest, and attorneys’ fees. In the event that you are due a refund, you authorize Villa Sport or its agents on its behalf to refund your designated account.

**MEMBERSHIP**

**Nature of Membership.** This Agreement grants a right to use and enjoy your designated Villa Sport 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’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, 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 at any time, in its sole discretion, and you agree to be bound by any future revisions or amendments, which shall be made without prior notice to you, but which will be available for your review on your Membership account page. Your continued use of any Club, including your continued use of services, equipment or other amenities offered by Villa Sport, after such revision or amendment shall constitute your acknowledgment and acceptance of the revised or amended Agreement. No Member may assign or transfer this Agreement or his or her Membership rights. Villa Sport 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’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. The Home Club must be the Club located closest to your residence and/or the Club expected to be visited most frequently by all Members on this Membership. 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, such as a certain number of free guest passes and/or price discounts on various services. Villa Sport reserves the right to modify or cancel multi-Club memberships, plus any accompanying benefits and/or discounts, at any time. For example, Villa Sport may elect to remove one or more Clubs from a multi-Club membership, and/or elect to remove or reduce free guest passes and/or price discounts on services. You further acknowledge and agree that (i) Villa Sport reserves the right to charge extra fees, dues and/or enrollment or other fees for your use of any club not included in your 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’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 may exclude certain clubs from certain multi-Club memberships even if those clubs may appear comparable to the Clubs available in your Membership; and (v) no two Villa Sport clubs are alike and to understand the size, amenities, services and features of a particular club, you will need to visit that club.

**Corporate Memberships.** Corporate membership accounts may include current employees of participating companies or organizations, as well as affiliated individuals, such as immediate family members, subject to written authorization and approval by the sponsoring corporation. To enroll, you must meet the eligibility criteria set by the sponsoring organization. By participating in a corporate membership program, you authorize Villa Sport to verify your eligibility, including employment status, as needed. All memberships and associated benefits are subject to the policies of the corporate account holder, and any discounts or privileges may cease if you, or your sponsoring family member, are no longer employed by the participating organization.

**Effective Date and Right to Use Club.** This Agreement shall be effective on the date you sign or agree to its terms and conditions (“**Effective Date**”), but your Club access and other Membership privileges do not start until the date of payment of the then due and owing enrollment and other fees and prorated first month dues, whichever is later if paid on different dates. From and after the Effective Date, this Agreement shall remain in effect month-to-month until ended in accordance with the terms

hereof and the Club Rules. **[Athletic Club Members Only]**: Club access and other Membership privileges are also restricted for the Additional Adult Member (if any), each Junior Member at least 18 years old (if any), and each Nanny Member (if any) until the New Member Waiver and Release of Liability (“**Member Waiver**”) has been executed by each such Member (as Additional Adult Member, Junior Member, and Nanny Member are defined below). Club access is also restricted for each Junior Member under 18 years old that is not your child or legal ward until the Member Waiver has been executed by an authorized Additional Adult Member on behalf of the Junior Member.

## MEMBER ELIGIBILITY

**Membership Eligibility [Athletic Club Members Only]**. This Membership must have a Primary Member who is at least 18 years old.

**[All locations except San Jose]**.

The Membership may have any combination of up to five Additional Adult, Junior or Child members. These individuals are not required to reside in the same household as the Primary Member. The Nanny Member rules do not apply in these locations. The Primary Member is responsible for the financial obligations, behavior and compliance of the Members on their membership. Each Child Member must be at least 6 weeks and no more than 12 years old, each Junior Member between 13 to 22 years old, and each Additional Adult Member age 23 and over. The foregoing requirements must be met during the entire term of this Membership. The rights of the Additional Adult Member, Junior Member and any Child Members are conditioned upon your compliance with the terms of this Membership. You are responsible for the financial obligations, behavior and compliance of the Members.

**[San Jose location only]**.

This Membership may also have one additional adult member (“**Additional Adult Member**”), an unlimited number of child members (“**Child Member(s)**”), an unlimited number of junior members (“**Junior Member(s)**”), and up to two nanny members (“**Nanny Member(s)**”), all subject to paying the applicable fees and dues. The Additional Adult Member must reside in the same household as you. Each Child Member must be at least 6 weeks and no more than 12 years old, each Junior Member must be between 13 and 22 years old, and you or the Additional Adult Member must be the parent or legal guardian of each Child Member and Junior Member. The Nanny Member(s) must be at least 18 years old and employed (remunerated or not) by you and/or the Additional Adult Member to care for at least one Child Member or Junior Member that is 16 years old or younger, as applicable. The foregoing requirements must be met during the entire term of this Membership. The rights of the Additional Adult Member and any Child Members, Junior Members, or Nanny Members are conditioned upon your compliance with the terms of this Membership. You are responsible for the financial obligations, behavior and compliance of the Members.

**Membership Eligibility [Fitness Members Only]**. This Membership must have a Primary Member who is at least twelve (12) years old. For access to child care services, each child must be at least three (3) months and no more than eleven (11) years old, and you must be the parent or legal guardian of each child. The foregoing requirements must be met during the entire term of this Membership. The rights of each child are conditioned upon your compliance with the terms of this Membership. You are responsible for the financial obligations, behavior and compliance of the Members.

**Representations Regarding this Membership [Athletic Club Members Only]**.

**[All locations except San Jose]**.

You represent and warrant that (i) you are at least 18 years old; (ii) each Additional Adult Member (if any) currently listed or subsequently added is at least 23 years old; (iii) each Junior Member (if any) currently listed or subsequently added is 13 to 22 years old; (iv) each Child Member (if any) currently listed or subsequently added is at least 6 weeks and no more than 12 years old. If any of the above representations or warranties ceases to be correct during the term of this Membership, you must immediately notify Villa Sport so that the appropriate adjustment can be made. If any of the above representations or warranties are incorrect or if you fail to so notify Villa Sport, then, in addition to any other rights or remedies (including Membership suspension or termination), Villa Sport may recover from you the amounts that would have been due and owing (plus interest) if prompt notification had been given.

**[San Jose location only]**.

You represent and warrant that (i) you are at least 18 years old; (ii) the Additional Adult Member (if any) currently listed or subsequently added is at least 18 years old and resides in the same household as you; (iii) each Child Member (if any) currently listed or subsequently added is at least 6 weeks and no more than 12 years old; (iv) each Junior Member (if any) currently listed or subsequently added is between 13 and 22 years old; (v) you or the Additional Adult Member are the parent or legal guardian of each Child Member (if any) and Junior Member (if any) currently listed or subsequently added; and (vi) each Nanny Member (if any) currently listed or subsequently added is at least 18 years old and employed (remunerated or not) by you and/or the Additional Adult Member to care for at least one Child Member or Junior Member that is 16 years old or younger, as applicable. If any of the above representations or warranties ceases to be correct during the term of this Membership, you must immediately notify Villa Sport so that the appropriate adjustment can be made. If any of the above representations or warranties are incorrect or if you fail to so notify Villa Sport, then, in addition to any other rights or remedies (including Membership suspension or termination), Villa Sport may recover from you the amounts that would have been due and owing (plus interest) if prompt notification had been given.

**Representations Regarding this Membership [Fitness Members Only]**. You represent and warrant that (i) you are at least eighteen (18) years old; and (ii) you are the parent or legal guardian of each minor enrolling at Villa Sport Fitness or child accessing child care services. If any of the above representations or warranties ceases to be correct during the term of this Membership, you must immediately notify Villa Sport so that the appropriate adjustment can be made. If any of the above representations or warranties are incorrect or if you fail to so notify Villa Sport, then, in addition to any other rights or remedies (including Membership suspension or termination), Villa Sport may recover from you the amounts that would have been due and owing (plus interest) if prompt notification had been given.

## ENROLLMENT AND OTHER FEES, DUES AND CHARGES

**Payment of Enrollment and Other Fees**. Villa Sport may establish and adjust the amount, manner and terms of payment of the enrollment and other 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 and other fees being due and owing. Enrollment and other fees are deemed fully incurred upon execution of this Agreement. Accordingly, no portion of an enrollment or other fee is refundable except as expressly set forth in the Membership Termination section of this Agreement. If this Membership ends, new enrollment and other fees may be due and owing upon rejoining. **[Athletic Club Members Only]**: You will be subject to an \$85 administrative fee if this Membership is terminated after the initial 7-Day Money-Back Policy period, if eligible, and before twelve (12) months of regular monthly dues have been paid, unless prohibited by applicable state law. The amount of the administrative fee is subject to change at any time in Villa Sport’s sole discretion. **[Fitness Members Only]**: This Membership is subject to an annual facility billed approximately sixty (60) days after enrolling and on or around the same date each year thereafter. The amount of the annual facility fee is subject to change at any time in Villa Sport’s sole discretion.]

**Installment Plan**. Villa Sport may offer new members the opportunity to pay enrollment and other fees in installments (“**Installment Plan**”) over a certain time period (“**Installment Term**”). If the Installment Plan has been elected for this Membership, you agree to the following: (i) enrollment and other fees shall be paid in equal installments over the Installment Term, with the first installment due and owing at the time of payment of prorated first month dues, and the remaining installments due and owing at the beginning of each calendar month thereafter over the Installment Term when monthly dues are billed; (ii) after expiration of the 7-Day Money-Back Policy (described below), enrollment and other fees and monthly dues will continue to be due and owing over the Installment Term; (iii) if the Membership ends or a

Member is removed after expiration of the 7-Day Money-Back Policy but during the Installment Term, any outstanding applicable enrollment and other fees and monthly dues shall be immediately due and owing (including account charges if the Membership ends); and (iv) if a Member is added during the Installment Term, any enrollment or other fee applicable to such Member shall be paid in equal installments over the balance of the Installment Term. Notwithstanding the foregoing, you may opt to pay any remaining enrollment or other fees due and owing in whole or in part before expiration of the Installment Term.

**Dues.** Villa Sport may establish and adjust the amount, manner and terms of payment of monthly 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 monthly 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 to restrict the use of or close all or portions of the facilities temporarily. Villa Sport may make permanent changes to the Clubs, which may result in the elimination or substitution of certain programs, services, or equipment. Villa Sport will not reduce or suspend dues when the facilities or services are not available.

**Charges and Services.** Villa Sport 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 may charge for activities, events, and services, including those that were previously free of charge. All purchased services are (i) non-refundable; (ii) non-transferable (unless purchased under a family share plan); 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. If services are purchased under an installment plan and the Membership ends (or the purchasing Member is removed) with outstanding installments, you will be charged and obligated to pay those outstanding installments. Certain services may or may not be transferable to other Clubs, as more specifically set forth in the Club Rules. [**Note:** Family share plans apply only to Athletic Club Members.]

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

## MEMBERSHIP TERMINATION

**[Non-Idaho Fitness Club Members] 7-Day Money-Back Policy.** The 7-Day Money-Back Policy applies only to new Villa Sport members joining any Villa Sport club for the first time. It does not apply to former Villa Sport members of any Villa Sport club who are now rejoining. As a new Primary Member, you may terminate this Membership at any time within 7 days of the Effective Date and shall be entitled to receive a full refund of eligible enrollment and other fees and dues paid. The first day of the 7-day period is the first calendar day after the Effective Date (e.g., if your Effective Date is January 15, then the last day of the 7-day period is January 22), and the 7-day period does not restart if you transfer to another club within the period. If Villa Sport receives the termination request within the 7-day period, Villa Sport will provide the eligible refund to your credit/debit card or a check will be sent by mail, depending on the method of initial payment (if payment is made with cash, then the refund shall be by check). Refunds may take up to 20 business days to process, unless a shorter time period is required by applicable law. No refunds will be given for any products or services (including, for example, discounted personal training and spa packages) that were purchased as part of an initial Membership package (even if purchased to waive enrollment fees) or during the Membership period, whether or not such products or services were used. The Member's right to use the Club shall cease immediately upon termination even if time remains in the 7-day period. All termination requests received after the 7-day period will be deemed a Voluntary Termination and no refund of any enrollment or other fees or monthly dues (or payments for products or services) will be given. The Membership termination procedures described above are subject to applicable state law, as set forth in the notices below. [**Athletic Club Members Only:** The 7-Day Money-Back Policy also does not apply to Additional Adult Members, Junior Members, Child Members, or Nanny Members who have been added to the Membership after the Primary Member has completed his/her initial 7-day period. If you wish to remove eligible Members from this Membership prior to the end of the 7-day period, then you shall be reimbursed any eligible enrollment fees and dues paid for those Members.]

**[Idaho Fitness Club Members only] 3-Day Money-Back Policy.** The 3-Day Money-Back Policy applies only to new Villa Sport members joining any Idaho Villa Sport Fitness Clubs for the first time. It does not apply to former Villa Sport members of any Villa Sport location who are now rejoining. As a new Primary Member, you may terminate this Membership at any time within 3 days of the Effective Date and shall be entitled to receive a full refund of eligible enrollment and other fees and dues paid. The first day of the 3-day period is the first calendar day after the Effective Date (e.g., if your Effective Date is January 15, then the last day of the 3-day period is January 18), and the 3-day period does not restart if you transfer to another club within the period. If Villa Sport receives the termination request within the 3-day period, Villa Sport will provide the eligible refund to your credit/debit card or a check will be sent by mail, depending on the method of initial payment (if payment is made with cash, then the refund shall be by check). Refunds may take up to 20 business days to process, unless a shorter time period is required by applicable law. The Member's right to use the Club shall cease immediately upon termination even if time remains in the 3-day period. All termination requests received after the 3-day period will be deemed a Voluntary ID Termination and no refund of any enrollment or other fees or monthly dues (or payments for products or services) will be given. The Membership termination procedures described above are subject to applicable state law.

**[Non-Idaho Fitness Club Members] Voluntary Termination.** You may terminate this Membership at any time ("Voluntary Termination"), subject to the following. The Voluntary Termination process shall be initiated when you submit and confirm, and we receive, your request to terminate your Membership in person at your Home Club or by providing written notice of termination by United States mail to your Home Club, and all outstanding dues, charges and administrative fees have been paid in full, subject to the deadlines and terms below [**Note:** If your Home Club is in California, then you may also submit and confirm your request to terminate your Membership online at <https://www.villasport.com>]. If providing written notice of termination by United States mail, the letter must include the following: (i) your first and last names; (ii) your Membership account number; (iii) the first and last name(s) of all Members on your Membership account; and (iv) your signature. If you fail to submit and confirm your termination request to Villa Sport and/or pay all outstanding dues, charges and administrative fees, then you will continue to be charged and obligated to pay the Membership dues in full until the Voluntary Termination is effective. All dues are billed monthly in advance and no dues for the remaining portion of the month in which this Membership ends shall be refunded. Except for terminations subject to the 7-Day Money-Back Policy, your Voluntary Termination will be effective 30 calendar days following the date you submit and confirm, and we receive, your request to terminate, as specified above (e.g., written notice received by us on January 15 will terminate your Membership effective February 14). Any membership dues paid for partial months will be prorated to the effective termination date. The Membership termination procedures described above are subject to applicable state law, as set forth in the notices below.

**[Idaho Fitness Club Members only] Voluntary ID Termination.** You may voluntarily terminate this Membership at any time ("Voluntary ID Termination"), subject to the following: you must provide a written notice of termination at least fifteen (15) days before your next scheduled dues payment. If your notice is received within 15-days of your next billing date, the full dues amount will still be charged, and no prorated refunds or partial credits will be issued, except for terminations subject to the 3-Day Money-Back Policy above. Your written notice of termination may be submitted via email to [info\\_vsf@villasport.com](mailto:info_vsf@villasport.com), or by completing the cancellation form available through the Villa Sport app or on your Home Club's website. Members who inquire in person will be directed to use one of the digital methods listed above to submit their termination request. A written notice is required in all cases to process the termination, and use of the official termination form is strongly encouraged to ensure all necessary information is captured. Your Voluntary ID Termination will take effect at the end of the current billing cycle, provided the 15-day notice requirement has been satisfied.

**Involuntary Termination or Suspension.** In accordance with the Club Rules, Villa Sport 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 monthly 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 determines that the Member's (or Member's guest's) conduct is improper or harmful to the best interests of Villa Sport 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's sole and absolute discretion.

## WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND LIMITATION OF LIABILITY AND DAMAGES

### 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 USES FOR ITS ACTIVITIES, INVOLVES A RISK OF INJURY, WHETHER CAUSED BY VILLA SPORT, 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. YOU ACKNOWLEDGE VILLA SPORT 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 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 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 USES FOR ITS ACTIVITIES, AND THAT USING AND PARTICIPATING IN THE ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT 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, A MEMBER OR GUEST, OR SOMEONE ELSE. YOU ACKNOWLEDGE AND AGREE VILLA SPORT CANNOT PREVENT YOU, THE 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 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 USES FOR ITS ACTIVITIES, YOU UNDERSTAND AND VOLUNTARILY ASSUME AND ACCEPT ALL OF THESE RISKS ON BEHALF OF YOURSELF AND ALL MEMBERS, AND AGREE THAT VILLA SPORT, 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 (I) DOES NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT AT ITS FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT 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 USES FOR ITS ACTIVITIES AND ITS/THEIR RESPECTIVE EQUIPMENT, MACHINES AND OTHER AMENITIES, AND ANY TRANSPORTATION PROVIDED BY VILLA SPORT, 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 ANY MEMBERS AND YOUR GUESTS WILL NOT RELY ON VILLA SPORT LIFEGUARDS OR STAFF FOR THE SAFETY OF ANY MEMBER OR GUEST INVOLVED IN AQUATIC OR OTHER ACTIVITIES. YOU ACKNOWLEDGE THAT VILLA SPORT 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 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 MEMBERS OR YOUR GUESTS MAY SUFFER WHILE USING AND PARTICIPATING IN ACTIVITIES OFFERED AT CLUB FACILITIES, OR OTHER FACILITIES OR LOCATIONS VILLA SPORT USES FOR ITS ACTIVITIES, AS WELL AS THE SECURING AND PROVISION OF ANY AND ALL MEDICAL CARE FOR YOU AND 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 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 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 FOR SUCH COST UPON DEMAND. NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL VILLA SPORT BE LIABLE TO ANY MEMBER OR GUEST FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES. IN THE EVENT LIABILITY IS IMPOSED ON VILLA SPORT FOR PROPERTY DAMAGE, LOSS OR THEFT, THE AMOUNT AWARDED SHALL NOT EXCEED \$500.

CHILD MEMBERS/JUNIOR MEMBERS/MEMBERS UNDER THE AGE OF 18/GUESTS.

ON BEHALF OF ANY CHILD MEMBER, JUNIOR MEMBER, ANY MEMBER UNDER THE AGE OF 18, OR GUEST UNDER THE AGE OF 18, YOU ASSUME AND ACCEPT ALL RISKS OF INJURY OR LOSS TO YOURSELF OR ANY SUCH CHILD MEMBER, JUNIOR MEMBER, MEMBER UNDER THE AGE OF 18, 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 CHILD MEMBER, JUNIOR MEMBER, MEMBER UNDER THE AGE OF 18, 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 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 CHILD MEMBERS, JUNIOR MEMBERS, MEMBERS UNDER THE AGE OF 18, AND GUESTS; AND (II) ACT FOR AND ON BEHALF OF ALL THE CHILD MEMBERS, JUNIOR MEMBERS, MEMBERS UNDER THE AGE OF 18, AND GUESTS. YOU ACKNOWLEDGE EXPLAINING THE ABOVE ACTIVITIES AND RISKS TO ANY SUCH CHILD MEMBERS, JUNIOR MEMBERS, MEMBERS UNDER THE AGE OF 18, OR GUESTS WITH THE MENTAL CAPACITY TO UNDERSTAND, AND SUCH CHILD MEMBERS, JUNIOR MEMBERS, MEMBERS UNDER THE AGE OF 18, OR GUESTS WISH TO PARTICIPATE IN THE ACTIVITIES AND ASSUME THE RISKS.

SURVIVAL.

NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, THE TERMS AND PROVISIONS OF THIS WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND LIMITATION OF LIABILITY AND DAMAGES SECTION SHALL SURVIVE ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT AND/OR THIS MEMBERSHIP.

## ARBITRATION, WAIVER OF CLASS ACTION AND JURY RIGHTS

ARBITRATION.

THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

EXCEPT FOR A CLAIM INVOLVING AN AMOUNT LESS THAN THE MAXIMUM JURISDICTIONAL LIMIT OF THE SMALL CLAIMS COURT LOCATED IN THE COUNTY OF THE MEMBER'S HOME CLUB, IN THE EVENT OF ANY DISPUTE, CLAIM OR CONTROVERSY (EACH, A "CLAIM") ARISING OUT OF OR RELATING TO YOUR MEMBERSHIP (INCLUDING YOUR USE OF ANY VILLA SPORT CLUB) OR THIS AGREEMENT, OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, YOU AGREE TO SUBMIT THE CLAIM TO BINDING ARBITRATION FOR RESOLUTION. ARBITRATION MEANS THAT NEITHER YOU NOR VILLA SPORT CAN SUE THE OTHER IN COURT AND THAT A NEUTRAL ARBITRATOR WILL DECIDE THE CLAIM, NOT A JUDGE OR JURY.

NOTWITHSTANDING THE FOREGOING, BEFORE INITIATING ANY ACTION AGAINST VILLA SPORT, EXCLUDING AN ACTION IN SMALL CLAIMS COURT, YOU AGREE TO PROVIDE VILLA SPORT AT LEAST SIXTY (60) DAYS' PRIOR WRITTEN NOTICE OF THE CLAIM, INCLUDING THE FACTUAL AND LEGAL BASES FOR THE CLAIM AND AMOUNT TO BE SOUGHT ("NOTICE OF CLAIM") SO THAT YOU AND VILLA SPORT MAY SEEK TO RESOLVE IT IN GOOD FAITH OUTSIDE ARBITRATION AND AVOID THE COST OF FORMAL DISPUTE RESOLUTION. IF YOU FAIL TO PROVIDE A TIMELY NOTICE OF CLAIM, YOU AGREE AND SHALL BE REQUIRED TO PAY ALL COSTS ASSOCIATED WITH ARBITRATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW AND, AS APPLICABLE, AAA OR JAMS. THE NOTICE OF CLAIM SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM HAS ARISEN, BUT IN NO EVENT SHALL IT OR ANY CLAIM BE MADE AFTER THE EARLIER OF EITHER OF THE FOLLOWING, OTHERWISE IT SHALL BE DEEMED TIME-BARRED: (I) TWO YEARS FROM WHEN YOU KNEW OR SHOULD HAVE KNOWN OF THE CLAIM, OR (II) THE STATUTE OF LIMITATIONS FOR SUCH A CLAIM IN THE APPLICABLE JURISDICTION. SUCH TIME LIMITATION SHALL BE TOLLED UPON VILLA SPORT'S RECEIPT OF THE NOTICE OF CLAIM. TOLLING SHALL TERMINATE IF ANY OF THE FOLLOWING SHALL OCCUR: (I) YOU INFORM VILLA SPORT YOU ARE NOT PROCEEDING WITH ARBITRATION; (II) YOU FILE IN COURT; (III) YOU FAIL TO TIMELY PAY ARBITRATION FEES; (IV) YOU AND VILLA SPORT MUTUALLY AGREE THE CLAIM IS NOT APPROPRIATE FOR ARBITRATION; OR (V) IT IS OTHERWISE DETERMINED THE CLAIM WILL NOT BE ARBITRATED.

WITHIN SIXTY (60) DAYS OF ITS RECEIPT OF THE NOTICE OF CLAIM, AND ASSUMING THE CLAIM IS NOT RESOLVED INFORMALLY, VILLA SPORT SHALL SUBMIT THE CLAIM TO ITS CHOICE OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR JUDICIAL ARBITRATION AND MEDIATION SERVICES ORGANIZATION ("JAMS") AND MAY ELECT THE ARBITRATION PROCEDURES IT REASONABLY DETERMINES ARE BEST SUITED TO THE TYPE OF CLAIM PRESENTED. ARBITRATION SHALL BE DETERMINED IN THE STATE WHERE THE HOME CLUB IS LOCATED, THE CLAIM SHALL BE TENDERED TO AAA OR JAMS, AS SET FORTH ABOVE, AT THE AAA OR JAMS OFFICE NEAREST TO THE HOME CLUB BEFORE ONE ARBITRATOR, AND ADMINISTERED BY AAA OR JAMS, AS APPLICABLE. IF AN AAA OR JAMS OFFICE IS NOT LOCATED IN THE STATE WHERE THE HOME CLUB IS LOCATED, THEN THE PARTIES SHALL MUTUALLY AGREE UPON THE AAA OR JAMS OFFICE GEOGRAPHICALLY NEAREST THE HOME CLUB.

NOTWITHSTANDING THE FOREGOING, A CLAIM INVOLVING PERSONAL INJURY IS NOT SUBJECT TO ARBITRATION UNLESS VILLA SPORT, WITHIN SIXTY (60) DAYS OF ITS RECEIPT OF THE NOTICE OF CLAIM, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTIFIES YOU IN WRITING OF ITS ELECTION TO ARBITRATE THE CLAIM, IN WHICH EVENT THE CLAIM SHALL BE SUBMITTED IN ACCORDANCE WITH THIS ARBITRATION PROVISION. IF VILLA SPORT DOES NOT ELECT TO ARBITRATE A CLAIM INVOLVING PERSONAL INJURY, YOU MAY GO TO A COURT OF LAW, HOWEVER, IN DOING SO YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

IF YOU FILE AN ACTION IN ANY COURT OF LAW WHOSE JURISDICTIONAL LIMITS EXCEED THOSE OF THE APPLICABLE SMALL CLAIMS COURT, VILLA SPORT SHALL HAVE THE RIGHT TO HAVE THE CLAIM DISMISSED IN FAVOR OF ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION, AND SHALL BE ENTITLED TO ITS ATTORNEYS' FEES AND COSTS.

EXCEPT AS OTHERWISE SET FORTH HEREIN, AND UNLESS PROHIBITED BY APPLICABLE LAW, OR AAA OR JAMS, AS APPLICABLE, EACH PARTY SHALL BEAR HIS OR HER OR ITS OWN ATTORNEYS' FEES AND COSTS AND ARBITRATION EXPENSES, INCLUDING WITHOUT LIMITATION FILING FEES AND ARBITRATOR FEES; PROVIDED, HOWEVER, IF THE ARBITRATOR DETERMINES THE CLAIM WAS FRIVOLOUS OR FILED FOR PURPOSES OF HARASSMENT, THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS AND ARBITRATION EXPENSES TO THE OTHER PARTY.

IF IT IS DETERMINED BY THE ARBITRATOR OR A COURT THAT ANY PART OF THE CLAIM IS NOT SUBJECT TO ARBITRATION, THE PARTIES ACKNOWLEDGE, AGREE AND STIPULATE THAT THE PART OF THE CLAIM 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, PUNITIVE, 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 CLAIM BETWEEN ANY CHILD MEMBER AND/OR JUNIOR MEMBER AND/OR MEMBER UNDER THE AGE OF 18 AND VILLA SPORT. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY NOTIFYING VILLA SPORT IN WRITING THAT YOU DO NOT WANT TO RESOLVE CLAIMS WITH VILLA SPORT BY ARBITRATION. SUCH NOTICE MUST BE DELIVERED WITHIN 30 DAYS OF THE DATE YOU SIGN THIS AGREEMENT TO THE FOLLOWING ADDRESS: VILLA SPORT, 150 PELICAN WAY, SAN RAFAEL, CA 94901, ATTN: LEGAL DEPT.

## WAIVER OF CLASS ACTION AND JURY RIGHTS.

BY SIGNING THIS AGREEMENT AND NOT TIMELY OPTING OUT, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE WAIVING RIGHTS TO A COURT OR JURY TRIAL FOR ALL OF THE MATTERS DESCRIBED ABOVE. YOU ALSO AGREE (I) THAT YOU MAY BRING CLAIMS ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND (II) NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF VILLA SPORT IS A PARTY TO THE PROCEEDING.

## SURVIVAL.

NOTWITHSTANDING ANY OTHER TERM OR PROVISION OF THIS AGREEMENT, THE TERMS AND PROVISIONS OF THIS ARBITRATION, WAIVER OF CLASS ACTION AND JURY RIGHTS SECTION SHALL SURVIVE ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT AND/OR THIS MEMBERSHIP.

## CLUB RULES

Club Rules. The Club Rules for the Home Club ("Home Club Rules") and all other Club Rules are available online at <http://www.villasport.com>. Club Rules may differ from club to club. You acknowledge that you have read the Home Club Rules prior to executing this Agreement and that you will read the Club Rules of any other club prior to visiting that club. All Members and their guests are expected to understand and required to comply with the Club Rules at all times. Villa Sport may amend, revise, or supplement the Club Rules at any time, without prior notice to you, which shall be binding on Members and guests.

## MISCELLANEOUS

Likeness Release. You authorize Villa Sport to photograph or film/record Members and guests and you consent to the use of each Member's and guest's likeness and images in all publications, educational materials, marketing materials, websites, advertising and brochures. You understand and agree that all such images and recordings shall become the sole property of Villa Sport. You further agree that Villa Sport does not owe any Member or guest any compensation for the use of their likeness.

Entire Agreement. This Agreement, together with the Club Rules as they may be amended from time to time, and Member Waiver(s) (if any), constitutes the entire agreement between you and Villa Sport. No representations or agreements, either oral or written, which are not contained in this Agreement, shall be binding upon you or Villa Sport. Handwritten changes to the pre-printed language of this Agreement are not valid. If you were previously a Villa Sport member and are rejoining and agreed, or were subject to, a prior form of Membership Agreement ("**Prior Membership Agreement**"), then this Agreement supersedes and replaces such Prior Membership Agreement. If you were previously a Villa Sport guest and agreed, or were subject to, the guest waiver as part of the guest registration process ("**Guest Waiver**"), then this Agreement supersedes and replaces such Guest Waiver.

Interpretation. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" if a phrase of similar import is not used. The headings in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. In any case where Villa Sport has or reserves a right herein, such right or reservation of right shall be deemed to mean in Villa Sport's sole and absolute discretion, for any or no reason, and at any time.

Severability. If any term or provision of this Agreement, or its applications to any persons or particular circumstances, is determined to be invalid, illegal or unenforceable, that term or provision (or its application to those persons or circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that term or provision to other persons and circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the parties. The stricken term or provision shall be deemed replaced by a term or provision that is valid, legal and enforceable, and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

Survival. You and Villa Sport agree that all rights and obligations of both parties that are intended to survive cancellation or termination of this Agreement and/or this Membership will continue after cancellation or termination of this Agreement and/or this Membership, to the extent permitted by applicable law.

Applicable Law. This Agreement and any legal action related to this Membership shall be governed by, construed and enforced according to the laws of the State where the Home Club is located, without reference to choice of law principles.

Electronic Delivery of Notices; Electronic Signature. You agree to electronic delivery of notices, disclosures, statements and records (collectively, "**Documents**") relating to this Agreement and your Membership instead of paper form, unless otherwise required by applicable law. Documents eligible for electronic delivery include information regarding dues or fees adjustments, payment processing refusal, service changes, termination and similar information relating to this Agreement and your Membership. Villa Sport will deliver electronic Documents by email or via text message to the active email address and/or mobile phone number you have voluntarily, validly and accurately provided, respectively, and you agree to keep these active and/or update them as necessary on your Membership account page. You agree that no notice shall be required for changes or modifications to this Agreement, and instead you shall review this Agreement on a regular basis and shall be bound by any changes made to it. The updated Agreement can be found on your Membership account page. You consent to the use of your electronic signature in lieu of, and waive any rights to, an original signature on paper to the fullest extent allowed by applicable law.

Telephone Calls and Text Messages. You agree that Villa Sport may contact you with respect to amounts you owe Villa Sport on the phone numbers you have provided and that such contact may be by telephone (including autodialed calls), pre-recorded or artificial message, text message or other means. You agree to keep those numbers active and/or update them as necessary on your Membership account page. Message, data and other rates may apply.

Marketing Communications. From time to time Villa Sport may offer you special offers by direct mail, email, telephone and other methods as permitted by applicable law. You may change your communication preference at any time by following the instructions contained within the particular marketing communication.

ACKNOWLEDGMENT. BY SIGNING THIS AGREEMENT, YOU (I) ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND INTEND FOR THEM TO APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW; (II) AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, AND FOR THEM TO BE BINDING UPON ALL MEMBERS ON YOUR ACCOUNT AND YOUR GUESTS; (III) RECOGNIZE THAT SUBSTANTIAL LEGAL RIGHTS ARE RELINQUISHED HEREIN, INCLUDING THE RIGHT OF FINANCIAL RECOVERY FOR INJURY OR DAMAGE; AND (IV) ACKNOWLEDGE THAT YOU HAVE RECEIVED OR HAVE ACCESS TO A PRINTED OR ELECTRONIC COPY OF THIS AGREEMENT.

## NOTICE TO CALIFORNIA RESIDENTS

FOR SAN JOSE MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT SJ LLC, ITS SUCCESSORS AND ASSIGNS.  
FOR ROSEVILLE MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT RV LLC, ITS SUCCESSORS AND ASSIGNS.  
FOR PLEASANTON MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT FITNESS PN LLC, ITS SUCCESSORS AND ASSIGNS.

FOR SAN JOSE MEMBERS, THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: VILLASPORT SJ LLC, 1167 N. CAPITOL AVENUE, SAN JOSE, CA 95132, OR [CONCIERGE\\_SJ@VILLASPORT.COM](mailto:CONCIERGE_SJ@VILLASPORT.COM). YOU MAY ALSO CANCEL ONLINE AT [HTTP://WWW.VILLASPORT.COM](http://www.villasport.com). LOG IN TO YOUR MYVILLASPORT ACCOUNT, CLICK MEMBERSHIP CHANGE REQUESTS, CLICK CANCEL MEMBERSHIP, AND THEN FOLLOW THE STEPS FROM THERE.

FOR ROSEVILLE MEMBERS, THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: VILLASPORT RV LLC, 291 CONFERENCE CENTER DRIVE, ROSEVILLE, CA 95678, OR [CONCIERGE\\_RV@VILLASPORT.COM](mailto:CONCIERGE_RV@VILLASPORT.COM). YOU MAY ALSO CANCEL ONLINE AT [HTTP://WWW.VILLASPORT.COM](http://www.villasport.com). LOG IN TO YOUR MYVILLASPORT ACCOUNT, CLICK MEMBERSHIP CHANGE REQUESTS, CLICK CANCEL MEMBERSHIP, AND THEN FOLLOW THE STEPS FROM THERE.

FOR PLEASANTON MEMBERS, THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: VILLASPORT FITNESS PN LLC, 5341 OWENS COURT, PLEASANTON, CA 94588, OR [GM\\_PN@VILLASPORT.COM](mailto:GM_PN@VILLASPORT.COM). YOU MAY ALSO CANCEL ONLINE AT [HTTP://WWW.VILLASPORT.COM](http://www.villasport.com). LOG IN TO YOUR MYVILLASPORT ACCOUNT, CLICK MEMBERSHIP CHANGE REQUESTS, CLICK CANCEL MEMBERSHIP, AND THEN FOLLOW THE STEPS FROM THERE.

- (1) CANCELLATION RIGHTS FOR AGREEMENTS REQUIRING \$1,500 OR MORE ARE AS FOLLOWS:
  - (A) IF THIS AGREEMENT REQUIRES PAYMENT OF \$1,500 TO \$2,000 (INCLUSIVE), INCLUDING ENROLLMENT OR OTHER FEES OR INITIAL DUES, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN 20 DAYS OF THE EFFECTIVE DATE.
  - (B) IF THIS AGREEMENT REQUIRES PAYMENT OF \$2,001 TO \$2,500 (INCLUSIVE), INCLUDING ENROLLMENT OR OTHER FEES OR INITIAL DUES, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN 30 DAYS OF THE EFFECTIVE DATE.
  - (C) IF THIS AGREEMENT REQUIRES PAYMENT OF \$2,501 OR MORE, INCLUDING ENROLLMENT OR OTHER FEES OR INITIAL DUES, YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHIN 45 DAYS OF THE EFFECTIVE DATE.THIS SECTION SHALL NOT APPLY IF THE AGREEMENT REQUIRES \$1,499 OR LESS. IF YOU ARE ENTITLED TO CANCEL UNDER THIS SECTION, YOU ARE ONLY LIABLE FOR THAT PORTION OF THE TOTAL AGREEMENT PAYMENT, INCLUDING ENROLLMENT OR OTHER FEES AND OTHER CHARGES HOWEVER DENOMINATED, THAT HAS BEEN AVAILABLE FOR YOUR USE, BASED UPON A PRO RATA CALCULATION OVER THE TERM OF THE AGREEMENT. THE REMAINING PORTION OF THE AGREEMENT PAYMENT WILL BE RETURNED TO YOU BY VILLA SPORT.
- (2) IF, BY REASON OF YOUR DEATH OR DISABILITY, YOU ARE UNABLE TO RECEIVE ALL SERVICES UNDER THIS AGREEMENT, YOU AND YOUR ESTATE WILL BE RELIEVED FROM THE OBLIGATION OF MAKING PAYMENT FOR SERVICES OTHER THAN THOSE RECEIVED PRIOR TO DEATH OR THE ONSET OF DISABILITY, AND IF YOU PREPAID ANY SUM FOR SERVICES, YOU OR YOUR REPRESENTATIVE WILL BE PROMPTLY REFUNDED SO MUCH OF SUCH SUM AS IS ALLOCABLE TO SERVICES YOU HAVE NOT RECEIVED. IN THE CASE OF YOUR DEATH, YOUR ESTATE MUST PROVIDE VILLA SPORT WRITTEN EVIDENCE. IN THE CASE OF YOUR DISABILITY, YOUR DISABILITY MUST PHYSICALLY PREVENT YOU FROM USING THE CLUB'S FACILITIES AND YOU MUST PROVIDE VILLA SPORT WRITTEN EVIDENCE FROM A LICENSED PHYSICIAN VERIFYING THIS FACT. IF VILLA SPORT RECEIVES WRITTEN EVIDENCE OF YOUR DEATH OR DISABILITY WITHIN 30 DAYS OF YOUR DEATH OR THE ONSET OF DISABILITY, CANCELLATION WILL BE EFFECTIVE AS OF THE DATE OF YOUR DEATH OR THE ONSET OF DISABILITY. IF THE NOTICE IS LATE OR LACKS SUFFICIENT PROOF, VILLA SPORT MAY MAKE THE CANCELLATION EFFECTIVE AS OF THE DATE IT RECEIVES NOTICE. FOR TEMPORARY PARTIAL DISABILITIES, YOU MAY QUALIFY FOR A MEDICAL LEAVE OF ABSENCE AT THE DISCRETION OF VILLA SPORT IN ACCORDANCE WITH THE CLUB RULES.
- (3) IF YOU MOVE FARTHER THAN 25 MILES FROM THE HOME CLUB (AND PROVIDE VILLA SPORT WRITTEN EVIDENCE OF YOUR MOVE) AND YOU ARE UNABLE TO TRANSFER THIS AGREEMENT TO A COMPARABLE CLUB, VILLA SPORT WILL RELIEVE YOU FROM YOUR OBLIGATION OF MAKING PAYMENT FOR SERVICES OTHER THAN THOSE RECEIVED BEFORE THE MOVE, AND IF YOU HAVE PREPAID ANY SUM FOR SERVICES, SO MUCH OF SUCH SUM AS IS ALLOCABLE TO SERVICES YOU HAVE NOT TAKEN MUST BE PROMPTLY REFUNDED; PROVIDED, HOWEVER, VILLA SPORT MAY CHARGE YOU (OR WITHHOLD FROM THE REFUND) A PREDETERMINED FEE NO GREATER THAN \$100, OR, IF MORE THAN HALF THE LIFE OF THE AGREEMENT HAS EXPIRED, NO GREATER THAN \$50. IF VILLA SPORT RECEIVES WRITTEN EVIDENCE OF YOUR MOVE WITHIN 30 DAYS OF THE MOVE, CANCELLATION WILL BE EFFECTIVE AS OF THE MOVE DATE. IF THE NOTICE IS LATE OR LACKS SUFFICIENT PROOF, VILLA SPORT MAY MAKE THE CANCELLATION EFFECTIVE AS OF THE DATE IT RECEIVES NOTICE.
- (4) PERFORMANCE OF THE AGREED-UPON SERVICES (ACCESS TO THE HOME CLUB) UNDER THIS AGREEMENT WILL BEGIN WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE. IF VILLA SPORT DOES NOT PROVIDE THE SERVICES WITHIN SIX (6) MONTHS, YOU MAY CANCEL THIS AGREEMENT UP UNTIL 10 DAYS AFTER THE SERVICES ARE FIRST PROVIDED.
- (5) YOU, THE BUYER, MAY CHOOSE TO CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE 5<sup>TH</sup> 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, VIA EMAIL FROM AN EMAIL ADDRESS ON

FILE WITH THE HEALTH STUDIO, OR DELIVERED IN PERSON TO THE ADDRESS SET FORTH AT THE BEGINNING OF THIS NOTICE SECTION. YOU MAY ALSO CANCEL ONLINE AT [HTTP://WWW.VILLASPORT.COM](http://www.villasport.com). LOG IN TO YOUR MYVILLASPORT ACCOUNT, CLICK MEMBERSHIP CHANGE REQUESTS, CLICK CANCEL MEMBERSHIP, AND THEN FOLLOW THE STEPS FROM THERE.

- (6) THE TERM OF THIS AGREEMENT SHALL BE ON A MONTH-TO-MONTH BASIS UNTIL TERMINATED IN ACCORDANCE WITH THE TERMS HEREOF AND THE CLUB RULES.

### NOTICE TO COLORADO RESIDENTS

FOR COLORADO SPRINGS MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT CS LLC, ITS SUCCESSORS AND ASSIGNS. THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: VILLASPORT CS LLC, 5904 PRAIRIE SCHOONER DRIVE, COLORADO SPRINGS, CO 80923.

YOU MAY RESCIND THE PURCHASE OF YOUR HEALTH CLUB MEMBERSHIP WITHIN THREE (3) BUSINESS DAYS AFTER JOINING EITHER BY TELEGRAM, MAIL OR HAND DELIVERY. NOTICE OF RESCISSION IS CONSIDERED GIVEN, IF BY MAIL WHEN POSTMARKED, IF BY TELEGRAM WHEN FILED FOR TELEGRAPHIC TRANSMISSION, OR IF BY HAND DELIVERY WHEN DELIVERED TO THE SELLER'S PLACE OF BUSINESS.

### NOTICE TO OREGON RESIDENTS

FOR BEAVERTON MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT BV LLC, ITS SUCCESSORS AND ASSIGNS. THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: VILLASPORT BV LLC, 13900 SW MERIDIAN STREET, BEAVERTON, OR 97005.

- (1) FOR NEW HEALTH SPAS NOT OPEN ON THE EFFECTIVE DATE, THE PROPOSED OPENING DATE OF THE HEALTH SPA IS WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE.
- (2) A WRITTEN DESCRIPTION OF THE HEALTH SPA SERVICES TO BE PROVIDED, AS WELL AS A COPY OF THE HEALTH SPA RULES, IS AVAILABLE ON VILLA SPORT'S WEBSITE AT [WWW.VILLASPORT.COM](http://WWW.VILLASPORT.COM).
- (3) YOU MAY CANCEL THIS CONTRACT IF:
  - (A) YOU DIE OR BECOME PHYSICALLY UNABLE TO USE A SUBSTANTIAL PORTION OF THOSE HEALTH SPA SERVICES USED BY YOU FROM THE EFFECTIVE DATE OF THIS CONTRACT UNTIL THE TIME OF DISABILITY (PROVIDED YOU CONFIRM THE DISABILITY BY AN EXAMINATION OF A PHYSICIAN AGREEABLE TO BOTH PARTIES).
  - (B) THE HEALTH SPA GOES OUT OF BUSINESS.
  - (C) THE HEALTH SPA MOVES ITS FACILITY CLOSEST TO YOUR RESIDENCE ON THE EFFECTIVE DATE OF THIS CONTRACT TO A LOCATION MORE THAN FIVE (5) ADDITIONAL MILES FROM YOUR RESIDENCE.
  - (D) CONSTRUCTION OF THE HEALTH SPA IS NOT COMPLETED WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE.
  - (E) THE HEALTH SPA MATERIALLY CHANGES THE HEALTH SPA SERVICES PROMISED AS PART OF THIS CONTRACT.
- (4) YOU ARE ENTITLED TO A REFUND UPON CANCELLATION FOR THE REASONS SET FORTH IMMEDIATELY ABOVE IN AN AMOUNT COMPUTED BY DIVIDING THE CONTRACT PRICE BY THE NUMBER OF DAYS IN THE CONTRACT TERM AND MULTIPLYING THE RESULT BY THE NUMBER OF DAYS REMAINING IN THE CONTRACT TERM.
- (5) **BUYER'S RIGHT TO CANCEL:** IF YOU WISH TO CANCEL THIS CONTRACT, WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING A WRITTEN NOTICE TO THE HEALTH SPA. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE 3RD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. THE NOTICE MUST BE MAILED TO THE ADDRESS SET FORTH AT THE BEGINNING OF THIS NOTICE SECTION. IF YOU CANCEL WITHIN THE THREE (3) DAYS, THE HEALTH SPA WILL RETURN TO YOU WITHIN 15 DAYS ALL AMOUNTS YOU HAVE PAID.

### NOTICE TO TEXAS RESIDENTS

FOR CINCO RANCH MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT KT LLC, ITS SUCCESSORS AND ASSIGNS. VILLASPORT KT LLC'S HEALTH SPA REGISTRATION NUMBER IS: 20190204. THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: 9930 GASTON ROAD, KATY, TX 77494

FOR CYPRESS MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT CY LLC, ITS SUCCESSORS AND ASSIGNS. VILLASPORT CY LLC'S HEALTH SPA REGISTRATION NUMBER IS: 20160237. THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: 12951 BARKER CYPRESS ROAD, CYPRESS, TX 77429.

FOR THE WOODLANDS MEMBERS, "VILLA SPORT" IS DEFINED AS VILLASPORT TW LLC, ITS SUCCESSORS AND ASSIGNS. VILLASPORT TW LLC'S HEALTH SPA REGISTRATION NUMBER IS: 20090055. THE ADDRESS FOR CANCELLATION NOTICES IS AS FOLLOWS: 4141 TECHNOLOGY FOREST BLVD., THE WOODLANDS, TX 77381.

- (1) NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.
- (2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE ADDRESS SET

FORTH AT THE BEGINNING OF THIS NOTICE SECTION.

- (3) IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:
  - (A) CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE ADDRESS SET FORTH AT THE BEGINNING OF THIS NOTICE SECTION; AND
  - (B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.
- (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 FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE ADDRESS SET FORTH AT THE BEGINNING OF THIS NOTICE SECTION.
- (5) FOR NEW HEALTH SPAS NOT OPEN ON THE EFFECTIVE DATE, THE PROPOSED OPENING DATE OF THE HEALTH SPA IS WITHIN SIX (6) MONTHS OF THE EFFECTIVE DATE. IF THE HEALTH SPA DOES NOT OPEN BEFORE THE 181<sup>ST</sup> DAY AFTER MEMBERSHIP IS PREPAID OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR 30 DAYS, YOU ARE ENTITLED TO A FULL REFUND OF THE MONEY YOU PREPAID. HOWEVER, IF ANOTHER HEALTH SPA, OPERATED BY VILLA SPORT ATHLETIC CLUB, IS LOCATED WITHIN 10 MILES OF THIS LOCATION AND IF YOU ARE AUTHORIZED TO USE THE OTHER FACILITIES, YOU ARE ENTITLED TO RECEIVE A FULL REFUND OF YOUR MEMBERSHIP FEES ONLY IF THIS LOCATION DOES NOT FULLY OPEN FOR BUSINESS BEFORE THE 361<sup>ST</sup> DAY AFTER THE DATE MEMBERSHIP SALES BEGAN FOR THIS LOCATION OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR 30 DAYS.
- (6) ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.