

TERMS OF AGREEMENT

Cancellation Policy: In order to terminate your membership, you must complete a cancellation form in person and pay the \$40 Cancellation Fee. Once the Cancellation Fee is processed, you will be gifted our Member Appreciation Package that includes: 30 days gym access, 1 PT session, 1 Recovery Session, 1 classes, and 1 Sports massage, which must be used while membership is active. If you re-activate your membership within 90 days of cancelling, you will have access to any credit on your account and will not be subject to any enrollment fees. Any balance on your account must be paid before the cancellation process can be completed. If you request to cancel a "1-year commitment" membership, prior to the end of 12 months of being an active member, you will be charged an additional cancellation fee of \$100.

Open Gym Memberships are non-refundable and non-transferable after the membership is purchased. Your recurring membership payment will automatically be charged every month, and will continue to be automatically charged after 12 months, until you complete a cancellation form in person. All members understand that classes have priority to space and equipment in the facility.

Premium Memberships are non-refundable and non-transferable after the membership is purchased. Your recurring membership payment will automatically be charged every month, and will continue to be charged after 12 months, until the member completes a cancellation form in person. Any classes that are included in your monthly Premium Membership that are not used within 1 month, will expire and they will be removed from your account.

After 12 months of being an active member, your membership will automatically continue to be charged every month unless you fill out a cancellation form. If your monthly payment for any membership is declined for any reason, you are subject to a \$10 processing fee.

Classes are non-refundable and non-transferable. All Members are required to sign into classes prior to the start of class. Any scheduled class that the authorized member fails to attend or cancels within **6 hours** of the class will be forfeited by the member and will not be refunded. These classes are non-refundable and non-transferable even if classes are cancelled by Legacy Athletics due to reasons including, but not limited to; schedule change, holidays, dangerous weather, safety hazards, or illness. The scheduled class times are subject to change without notice. If you participate in any classes without paying prior to the class, you will automatically be charged the appropriate price for the class based on your membership. Classes purchased by Open Gym Members expire 6 months from sale date. Any classes that are included in your monthly Premium Membership that are not used within 1 month, will expire and they will be removed from your account. Legacy employees are not responsible for reminding members how many classes they have remaining before taking class. Any members that show up to classes over 15 mins after the schedule start time, will not be allowed to participate.

Personal Training Sessions become non-refundable and non-transferable after the first session of the package is used. These sessions will expire after 12 months from the sale date and are non-refundable. Any scheduled session that the authorized member fails to attend or cancels within 24 hours of the session will be forfeited by the member and the session will not be refunded.

Liability Waiver and Photo Release: Participating in programs and operating equipment at Legacy Athletic Club involves risk of injury. Members and guests agree and understand that Legacy Athletics LLC is not liable for any physical injuries, damages or actions to any person or property arising out of, or connected with the use of services, facilities, or activities provided by Legacy Athletics LLC. Members and guests warrant that they are physically fit and able to undertake physical activity, and further warrant that they have no physical or mental illness, impediment, injury, or handicap that would put them or other members or staff at risk. Members and guests understand that they are participating in programs and utilizing the facility and equipment at their own risk. Any conduct by a member or guest which unreasonably hinders the use and/or enjoyment of the facility and/or equipment in any way, or interferes with safe, efficient, and/or normal operation of the facility is prohibited. Any member that violates this rule will be subject to expulsion without releasing him/her from any indebtedness to Legacy Athletics LLC.

I _____ (print) hereby release Legacy Athletics LLC and its agents from any claims, demands, and causes of action as a result of my voluntary participation and/or my child's participation.

I _____ (print) hereby agree to the terms and conditions of the memberships and services listed above and give Legacy Athletics LLC permission to charge my credit card the agreed upon membership rate automatically on the 1st of every month until I complete a cancellation form in person.

Signature (*legal guardian*) : _____ Date: _____