



GOLD'S GYM

CORPORATE MEMBERSHIP CONTRACT eESI (hereafter referred to as "Company")

FIESTA TRAILS
Store No. 0894
12481 West IH-10, San Antonio, TX 78230
Telephone: 210-641-1717
Gold's Texas Holdings Group, Inc. ("Gold's Gym")
Operator ID: 080503

This Agreement covers the purchase of a membership at the Gold's Gym location above.

Current / Prior Gold's Gym Member? Yes No If yes, please write Barcode / Keycard #: _____

Date: _____ Employer / Employee ID#: _____

Member Name: _____ Barcode: _____ Email Address: _____

Billing Address: _____ Address 2: _____ City: _____ State: _____ Zip Code: _____

Primary Phone: _____ Emergency Contact: _____ Emergency Number: _____

Date of Birth: _____ Sex: _____

Family Add-On #1: _____ Family Add-On #2: _____

Date of Birth: _____ Gender: M _____ F _____ Date of Birth: _____ Gender: M _____ F _____

Phone: _____ Email: _____ Phone: _____ Email: _____

Family Add-On #3: _____ Family Add-On #4: _____

Date of Birth: _____ Gender: M _____ F _____ Date of Birth: _____ Gender: M _____ F _____

Phone: _____ Email: _____ Phone: _____ Email: _____

Please allow Gold's Gym (and parties acting on its behalf) to contact me at the phone number above about Gold's Gym services, specials and promotions. An autodialer or pre-recorded message may be used. I understand that my consent to texting/calls is not required to purchase a membership, goods or services. **Write "Y" for Yes or "N" for No** _____

MEMBERSHIP OPTIONS (DUES PAID BY COMPANY PER COMPANY CONTRACT):

| PRIMARY | FAMILY ADD-ON #1 | FAMILY ADD-ON #2 | FAMILY ADD-ON #3 | FAMILY ADD-ON #4 |
|---|---|---|---|---|
| <input type="checkbox"/> Level 1 ACCESS: \$25.99 +Tax [Monthly] | <input type="checkbox"/> Level 1 ACCESS: \$25.99 +Tax [Monthly] | <input type="checkbox"/> Level 1 ACCESS: \$25.99 +Tax [Monthly] | <input type="checkbox"/> Level 1 ACCESS: \$25.99 +Tax [Monthly] | <input type="checkbox"/> Level 1 ACCESS: \$25.99 +Tax [Monthly] |
| <input type="checkbox"/> Level 3 ACCESS: \$47.99 +Tax [Monthly] | <input type="checkbox"/> Level 3 ACCESS: \$47.99 +Tax [Monthly] | <input type="checkbox"/> Level 3 ACCESS: \$47.99 +Tax [Monthly] | <input type="checkbox"/> Level 3 ACCESS: \$47.99 +Tax [Monthly] | <input type="checkbox"/> Level 3 ACCESS: \$47.99 +Tax [Monthly] |
| Club Access: | | Membership Starts: | Initial Term Ends: | |
| | | | 10.31.19 | |

Corporate Wellness Member: The terms of your membership and privileges under this Agreement are being offered in accordance with and subject to a Corporate Wellness Program Agreement (the "Company Contract") between Gold's Gym and your employer ("Company"). You represent that, as of the date of this Agreement, you are a Company employee and eligible to participate in the Company's Corporate Wellness Program. If the Company Contract terminates or expires, if Company fails to pay required membership or services dues, or if your employment status is terminated or changed so that you are no longer eligible for the Company's Corporate Wellness Program, then this Agreement and your membership (and any services) will terminate, and you will be required to re-enroll subject to then-current pricing, terms, and conditions being offered by Gold's Gym in order to continue as a member of Gold's Gym and have access to Gold's Gym facilities and services.

Notice of dues renewal: If you are being billed monthly, this Membership Agreement (the "Agreement") will renew automatically on a month-to-month basis at the end of the initial term referred to above, with monthly dues to be paid in the amount equal to the dues in effect at that date. If you have prepaid your membership term obligation dues (a "Prepaid Membership"), this Agreement and your membership will automatically renew for periods equal to your Prepaid Membership initial term referred to above (ex. 90-day renewal term if 90-day initial term; 12-month renewal term if 12-month initial term), with the full amount of Prepaid Membership Dues for the renewal term to be paid by you at renewal. If you have a Paid in Full Membership, the renewal date to continue your membership is the date the initial term ends. If you choose not to renew your Paid In Full Membership on this date, your membership will terminate. Services that are purchased a la carte, if billed monthly, will renew automatically on a month-to-month basis, with monthly dues to be paid in the amount equal to the dues in effect at that date. Services purchased a la carte, if Paid In Full, terminate on the date the initial term for such service ends. Gold's Gym reserves the right to change the amount of dues and charges payable hereunder after the end of the applicable initial (or any renewal) term at its discretion, subject to applicable law. **Initials** _____

Satisfaction Guarantee: If you are not completely satisfied with your Gold's Gym membership, Gold's Gym will allow you to cancel your membership within the first 30 days, subject to the following terms and conditions:

1. You must have met with a Fitness Advisor to complete your personal Fitness Profile within the first seven (7) days of your Membership Start Date (as fixed by Gold's Gym); and
2. You must have used the facilities at least eight (8) times within the first thirty (30) days of your Membership Start Date; and
3. You must have attended a follow-up appointment with a Team Member within the first thirty (30) days of your Membership Start Date; and
4. Cancellation must be submitted in person with completed cancellation form at your enrolling facility within thirty (30) days from your Membership Start Date.

Subject to the foregoing criteria, Gold's Gym will refund to you any enrollment fees and membership dues paid by you during the first 30 days. This Guarantee applies only to memberships up to the STUDIO level (for bundled memberships) and does not apply to memberships that include Personal Training services or to 30-day or less Guest, Companion or Visitor Passes. Refund applies only to enrollment fees and monthly membership dues. You will not be refunded any monies paid for a la carte services (including Personal Training, STUDIO, and Bootcamp), whether paid monthly, Prepaid, or Paid in Full, and any unused services term or sessions will be forfeited without refund upon cancellation of your membership. Gold's Gym will not refund any membership dues paid by Company on your behalf within the 30-day period. **Initials** _____

NOTICE TO PURCHASER:

(1) 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 THIRD 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 FOLLOWING ADDRESS: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 4001 MAPLE AVENUE, SUITE 200, DALLAS, TX, 75219.

(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 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 FOLLOWING ADDRESS: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 4001 MAPLE AVENUE, SUITE 200, DALLAS, TX, 75219.

(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 FOLLOWING ADDRESS: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 4001 MAPLE AVENUE, SUITE 200, DALLAS, TX, 75219.

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Guaranty: Any guarantor or account holder who signs below ("Guarantor") guarantees the full payment of all amounts owed to Gold's Gym by Member under this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold's Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor.

ACCOUNT HOLDER/GUARANTOR NAME: _____

GUARANTOR SIGNATURE: _____

DATE: _____

1 GENERAL: You have joined the Gold's Gym location designated at the top of this Agreement. Gold's Gym may allow you to use other Gold's Gym facilities at its sole discretion. Gold's Gym reserves the right to add or eliminate locations and facilities available to you. The hours of operation of the facility (and Kids Club, if any) will be set by Gold's Gym and may be changed at any time in its sole discretion. Hours of operation, street address, and major facilities/services offered can be found at www.golds gym.com. Available corporate locations depend on the plan contracted for by your Company in the Company Contract; check with your Human Resources department for restrictions. Travel passes, if included in your Company plan under the Company Contract, must be obtained at your local Gold's Gym. Gold's Gym is not required to continue any particular programs, facilities, services (including Kids Club) or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Gold's Gym expressly reserves the right to add, eliminate, or alter any program, services, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Gold's Gym and its subsidiaries. Membership does not confer on you any ownership interest in Gold's Gym or any of its property. The products and services offered at Gold's Gym are for Gold's Gym members only. You shall notify Gold's Gym within a reasonable time after any change in your address.

2 RULES AND REGULATIONS: You acknowledge the existence of and the need for rules and regulations governing use of Gold's Gym's equipment and facilities and participation in programs and services (the "Rules and Regulations"). You acknowledge you will adhere to the Rules and Regulations and agree to comply with the Rules and Regulations as presently in effect and as they may hereafter be modified, amended or supplemented. Gold's Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Gold's Gym may cancel your membership (and with such cancellation any services or products offered by or purchased from Gold's Gym) at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and you (or Company, if applicable) will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

3 POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Gold's Gym's facilities, unless such a document is first submitted and approved by the management of Gold's Gym.

4 LIABILITY FOR PERSONAL PROPERTY: Gold's Gym shall not be liable to you, your children, or any of your guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold's Gym's premises or at an off-site bootcamp location including, but not limited to, a vehicle or its contents or any property left in a locker. You shall be liable to Gold's Gym for any damage to Gold's Gym's facilities and any toys, equipment, furniture or fixture located thereon caused by you, your children, or any of your guests or invitees.

5 PAYMENT DEFAULT: You are responsible for payment of all amounts owed to Gold's Gym under this Agreement, other than the monthly dues and fees that Company pays to us on your behalf per the Company Contract. If you fail to pay any amount when due under this Agreement (or Company fails to pay your dues/fees per the Company Contract), Gold's Gym shall be entitled, at any time in its sole discretion, to suspend or cancel your membership, and any services and products offered or purchased by you and to require you to immediately pay all past due balances owed by you. In addition, Gold's Gym shall have the right to declare the entire remaining balance owed from you due and payable. Suspension or cancellation shall not relieve you from the obligation to pay any unpaid balances owed by you. Any payments owing from you to Gold's Gym that are not received when due shall bear interest at the highest rate permitted by law. To the fullest extent permissible by applicable law, if you fail to pay any amount owed by you to Gold's Gym when due, you shall pay all costs and expenses of collection incurred by Gold's Gym, including reasonable attorney's fees and expenses.

6 HEALTH REPRESENTATIONS AND AGREEMENTS: You represent and warrant to Gold's Gym that you are in good physical condition and have no medical reason or impairment that could prevent you from your intended use of Gold's Gym's facilities, equipment, programs or services. You acknowledge that Gold's Gym has not given you any medical advice before you joined Gold's Gym and cannot give you any such advice after you join Gold's Gym, whether related to your physical condition and ability to use the facilities, equipment, programs and services of Gold's Gym or otherwise. You acknowledge and agree that you will discuss any health or medical concerns with your physician or other health professional prior to and while using Gold's Gym's facilities, equipment, programs, and services.

If you are enrolling a child (each enrollee a "Child") in Kids Club: You agree to ASSUME ALL RISKS associated with Child's participation in Kids Club. If Child has any mental, physical, or medical problems or conditions, you must consult Child's physician to carefully consider the risks before choosing to enter Child into Kids Club, and by signing below you represent that you have done so. Gold's Gym and its employees are not authorized or able to provide Child or you with medical advice or medical clearance for participation, and Child's participation in Kids Club shall not be construed as Gold's Gym's approval of Child's fitness for Kids Club.

7 MISCELLANEOUS: (i) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (ii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by you without the prior written consent of Gold's Gym. Consent may be withheld in Gold's Gym's absolute discretion, (iii) unless prohibited by applicable law, Gold's Gym shall have the right to assign or transfer this Agreement without your consent and without prior notice to you, and (iv) if any term or provision 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 law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

8 ARBITRATION: This Agreement shall be governed by the internal laws of the State of Texas without regard to principles of conflicts of laws. Any and all claims you or Child may have against Gold's Gym must be submitted on an individual basis to binding arbitration. The arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No claim can be submitted as a class, consolidated, collective or representative action.

9 CANCELLATION: If you are on a monthly membership, unless otherwise specified in this Agreement, and effective no earlier than the expiration of the initial term of your membership, you may cancel your obligation to make recurring payments for membership by providing at least 30 days written notice. At the expiration of the 30 day notice period, no further billings will occur (the "Billing Termination"). Regarding your membership, if you (or your Company) did not pay final dues at enrollment, then this Agreement and all rights for you to use Gold's Gym will terminate on the Billing Termination date. If you (or Company) paid your final dues at enrollment, then the final dues paid at enrollment will extend the membership by an additional 30 days, allowing you to use Gold's Gym for an additional 30 days after the Billing Termination. Accordingly, this Agreement and all rights for you to use Gold's Gym will terminate 30 days after the Billing Termination. If you are on a Prepaid Membership, then unless otherwise specified in this Agreement, and effective no earlier than the expiration of the initial term of your membership, you may cancel your obligation to make payment for an additional Prepaid Membership term by providing written notice of cancellation at least 30 days before the expiration of the initial term (or the renewal term, as applicable). If you do not cancel your Prepaid Membership at least 30 days before the expiration of the then-current term, your membership will renew (so long as the Company Contract is in effect and/or renewed, if applicable) and you will not be able to cancel (unless otherwise provided in this Agreement) until the expiration of the renewal term, by providing at least 30 days notice of expiration. Services purchased a la carte in this Agreement may be canceled by providing at least 30 days written notice to Gold's Gym. You may not cancel a Paid In Full membership or services package unless otherwise specified in this Agreement. You are solely responsible for notifying your Company Human Resources Department of any cancellation of your membership in order to have any payroll deduct cancelled. Gold's Gym will not be responsible for amounts deducted by Company due to your failure to notify your Company Human Resources Department of cancellation. You may further hand-deliver written notice of cancellation to the enrolling gym location or send written notice to: ATTN: Corporate Sales Cancellations, Gold's Gym 4001 Maple Avenue, Dallas TX, 75219, or email notice of cancellation to CorporateSalesCancellations@goldsgym.com. Such notice shall be accompanied by a copy of any membership cards or other documents or evidence of membership or enrollment. If mailed, certified mail, return receipt requested, is recommended. Subject to applicable law, your account must be current and in good standing before Gold's Gym will process any such request to cancel under this paragraph.

10 NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Unless otherwise specified in the "Notice to Purchaser" section, this Agreement is not cancelable by you except as expressly provided herein including, without limitation, by reason of your failure to utilize the facilities of Gold's Gym.

11 AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make any changes to this Agreement or to make any independent agreement with any member. You likewise cannot make alterations or changes to this Agreement.

12 PERSONAL AND GROUP TRAINING, FITNESS ASSESSMENT SERVICES, AND SUPPLEMENTS: An active Gold's Gym membership is required for you to use Gold's Gym equipment, facilities, and services (whether on or off-site). Cancellation of your membership will result in cancellation of any services as of the effective date of termination. You understand that any/all recommended exercises and services are voluntary and you can refuse to participate in any/all of the recommended exercises or services. You understand that all Personal Training, Studio/Small Group Training, bootcamp, fitness assessment, digital services and sessions are non-transferable and non-refundable. Gold's Gym reserves the right to provide a substitute trainer/coach at its sole discretion. Supplements that are incorporated into or offered as part of a program are not recommended or sponsored by Gold's Gym. Use of supplements is at your discretion, and Gold's Gym recommends that you speak with a doctor concerning supplements prior to taking them.

You understand that you must check-in with your scheduled trainer prior to receiving services. You understand that if you are on a Paid in Full Personal Training, Studio/Small Group Training, or bootcamp package, sessions must be used within 180 days from purchase or they expire. If you are being billed monthly for Personal Training, Studio/Small Group Training, or bootcamp, sessions must be used within 30 days of purchase or they expire. Body scanning/fitness assessment services expire 90 days from purchase. If you do not use the sessions prior to expiration, you forfeit any unused sessions. Cancellation Policy- For Personal Training, you must provide training staff and/or your scheduled trainer at least 24 hours' notice in advance of the scheduled session if you wish to cancel the session, or you will forfeit the session. For Studio classes, reservations may be cancelled without penalty by 5:00pm the day before the scheduled class by logging into your designated Gold's Gym or other online account or application. If you are a Free Trial or Class Package usage member who cancels after the 5:00pm cutoff or does not show for the class, the class will be deducted from your account. Unlimited usage members who cancel after 5:00pm on the day before or do not show up for a scheduled class will be charged \$15 for no-shows. Late Policy- If you do not arrive for your appointment on time or are not in your classroom at the scheduled start time, it is considered a no-show and Gold's Gym reserves the right to assign your spot to another person on the wait list. By subscribing to digital fitness services such as Gold's AMP, you agree to the terms and conditions of use.

13 KIDS CLUB: You acknowledge the existence of and the need for rules and regulations governing the use of Kids Club (the "Kids Club Rules and Regulations"). You agree that you and Child will adhere to the Kids Club Rules and Regulations specified in this Agreement and posted, presently in effect or as they may hereafter be modified, amended, or supplemented, as is Gold's Gym's reserved right to do so from time to time, in its sole discretion. You agree to be familiar with the Kids Club Rules and Regulations at all times. Gold's Gym may cancel your membership and/or Child's Kids Club access/services at any time for violation by you or Child of these Kids Club Rules and Regulations or for generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and you will not be entitled to a refund of any portion of any fees or dues paid to the date of cancellation. Enrollment in Kids Club does not entitle Child to use any exercise equipment or participate in any exercise or class program. Enrollment in Kids Club is not a health club membership.

Kids Club Rules and Regulations:

- Children must be at least 4 months old and no older than 11 years of age. Gold's Gym reserves the right to require documentation of age.
- Gold's Gym's Kids Club is a first come, first served, "Drop-In Service." Children between the ages of 4 months to 2 years of age are permitted use for up to one and a half (1.5) hours; children between the ages of 3 to 11 years of age are permitted use for up to two (2) hours. Daily attendance is limited to one (1) visit per household, per business day, at any Gold's Gym. In no event shall a child participate in Kids Club for more than 12 hours in a week. Additional restrictions may apply due to maximum capacity limits and daily/weekly attendance caps, by state.
- Maximum occupancy will change from club to club depending on square footage and/or Team Members on duty in the Kids Club and at Gold's Gym's sole discretion. Gold's Gym considers Kids Club at maximum occupancy when Team Member to child ratio exceeds 1:10. Children under the age of 3 years old count as two children, therefore maximum occupancy may not always be based on physical children in attendance. If the maximum occupancy is reached, members will be placed on a waiting list upon arrival. Availability and access to Kids Club is not guaranteed.
- A Kids Club membership or payment of a day-fee must be arranged/paid for and all completed and signed forms must be on file prior to Child entering the Kids Club.
- Gym Member must provide a valid government issued, photo ID to check Child into the Kids Club.
- Label all personal belongings that will remain in the Kids Club with your child. Gold's Gym does not accept responsibility for any loss/damage to personal items.
- No food or drink is allowed in the Kids Club. Water bottles are permitted.
- Restrooms will not be open. For the safety of Child and others, Team Members are unable to change diapers or assist any child in the restroom. If Child is age 5 or older and you agree by initialing below, Team Members will allow Child into the restroom and wait for Child to finish from outside of the door.
- Member will be called from the workout floor for diaper changes/restroom assistance, signs of illness, an upset /inconsolable child for more than 10 minutes and/or for a child displaying undesirable behavior, as determined in Gold's Gym's sole discretion. Parent/Legal guardian must be accessible always for the needs of Child and respond promptly if paged/contacted for assistance. If Member fails to promptly respond to any page by a Gold's Gym Team Member, Gold's Gym may cancel this Agreement and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.
- In Gold's Gym's sole discretion, a Child showing signs of illness will not be admitted to Kids Club for the protection of Team Members and other children in our care.
- Team Members cannot administer medication.
- Children are not permitted in any other area of the gym other than in the Kids Club.
- Good behavior is required by all children. No hitting, biting, spitting, or rough play, etc. will be permitted.
- ONLY A PARENT/LEGAL GUARDIAN MAY ADMIT/PICK-UP THEIR OWN CHILD TO KIDS CLUB AND MUST REMAIN ON THE PREMISES AND BE IMMEDIATELY ACCESSIBLE FOR THE DURATION OF THE CHILD'S KIDS CLUB VISIT. EACH PARENT/LEGAL GUARDIAN MUST HAVE EXECUTED A KIDS CLUB AGREEMENT BEFORE THE PARENT/LEGAL GUARDIAN CAN ADMIT/PICK UP THE CHILD. THE SAME PARENT/LEGAL GUARDIAN MUST SIGN THE CHILD IN/OUT. **IF GYM MEMBER IS NOT CHILD'S PARENT/LEGAL GUARDIAN, GOLD'S GYM MUST HAVE ON FILE A SIGNED PARENTAL AUTHORIZATION FORM BEFORE CHILD WILL BE ADMITTED TO KIDS CLUB.** BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT GOLD'S GYM KIDS CLUB IS NOT A LICENSED CHILD CARE PROVIDER OR FACILITY AND IS NOT REQUIRED TO BE LICENSED AS SUCH.

14 CONSENTS, WAIVERS OF LIABILITY, INDEMNIFICATION:

CONSENT TO FITNESS ASSESSMENT SERVICES AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. You understand that participation in fitness assessment services (including 3D body scanning) is voluntary and at your own risk. The decision to participate (or not) will not affect your ability to participate in personal training or other services at Gold's

Gym. You understand that to participate in 3D body scanning services, you will be required to wear form-fitting clothing and must be able to stand on a rotating platform for approximately 35 seconds. You authorize Gold's Gym to share fitness assessment scans, results, and progress with trainers and other associates of Gold's Gym in the ordinary course of business. Participating trainers may access scan and assessment reports to prepare for appointments with you, track and assess your measurements and progress, and to generally communicate with you regarding your fitness journey. Gold's Gym may share aggregate or de-identified information with third parties for marketing, advertising, research and similar purposes. You authorize Gold's Gym to send you scanned images, assessment results, and follow-up communications related to 3D body scanning and fitness assessments to the email address on file with Gold's Gym. **YOU ASSUME ALL RISK OF PARTICIPATION IN FITNESS ASSESSMENT SERVICES AND UNDERSTAND THAT GOLD'S GYM IS NOT RESPONSIBLE FOR ANY DISCLOSURE, DAMAGES, OR INJURIES THAT MAY OCCUR AS A RESULT OF FITNESS ASSESSMENT RESULTS (INCLUDING SCANS) BEING SENT TO SUCH EMAIL ACCOUNT.**

WAIVER OF LIABILITY: YOU ACKNOWLEDGE THAT THE USE OF GOLD'S GYM'S FACILITIES (AND ANY ACTIVITIES CONDUCTED OUTSIDE THE FOUR WALLS OF THE GYM, INCLUDING BUT NOT LIMITED TO PARKING LOTS AND OTHER AREAS NEAR THE GYM, OR AT OFF-SITE BOOTCAMPS), EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING DIGITAL FITNESS SERVICES, PERSONAL AND GROUP TRAINING, BOOTCAMPS, AND FITNESS ASSESSMENT SERVICES) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO YOU AND YOUR GUESTS AND INVITEES. YOU VOLUNTARILY AGREE TO ASSUME ALL RISKS OF PERSONAL INJURY TO YOU, YOUR SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVE ANY AND ALL CLAIMS OR ACTIONS THAT YOU MAY HAVE AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO YOU, YOUR SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES, TANNING BOOTHS, AND GROUP EXERCISE (INCLUDING BOOTCAMP), DIGITAL, OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, RUNNING TRACKS, SWIMMING POOLS, HOT TUBS, COURTS, PARKS, PARKING GARAGES OR OTHER AREAS INSIDE OR OUTSIDE OF ANY GOLD'S GYM, (III) INJURIES ARISING FROM GOLD'S GYM'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING INSIDE OR OUTSIDE OF ANY GOLD'S GYM, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; (V) ACCIDENTAL INJURIES WITHIN OR OUTSIDE OF ANY GOLD'S GYM FACILITIES, INCLUDING LOCKER ROOMS, STEAM ROOM, WHIRLPOOLS, HOT TUBS, SPAS, SAUNAS, SHOWERS, DRESSING ROOMS AND OFF-SITE BOOTCAMP LOCATIONS; AND (VI) INJURIES ARISING FROM DISCLOSURE, TRANSMISSION, STORAGE, OR USE OF FITNESS ASSESSMENT SERVICES INFORMATION AND DATA DERIVED THEREFROM. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU ALSO WAIVE ALL CLAIMS AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS YOU MAY HAVE UNDER ANY OF THE STATE'S CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR MEMBERSHIP.

KIDS CLUB WAIVER, ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT:

YOU ACKNOWLEDGE THAT KIDS CLUB IS NOT A LICENSED CHILD CARE FACILITY, IS NOT REQUIRED TO BE LICENSED AS SUCH, AND THAT GOLD'S GYM'S TEAM MEMBERS MAY NOT HAVE CHILD CARE TRAINING. YOU FURTHER ACKNOWLEDGE THAT CHILD WILL BE INTERACTING WITH OTHER CHILDREN AND THAT ACCIDENTS SOMETIMES OCCUR. YOU ALSO ACKNOWLEDGE THAT USE OF GOLD'S GYM'S KIDS CLUB, INCLUDING THE ASSOCIATED FACILITIES, EQUIPMENT, SERVICES AND PROGRAMS INVOLVES AN INHERENT RISK OF PERSONAL INJURY AND YOU VOLUNTARILY AGREE TO ASSUME ALL RISKS OF PERSONAL INJURY TO CHILD AND WAIVE AND RELEASE ANY AND ALL CLAIMS OR ACTIONS THAT YOU OR CHILD MAY HAVE AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES, OR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (THE "GOLD'S GYM PARTIES") FOR ANY PERSONAL INJURY INCURRED WHILE IN OR AROUND ANY GOLD'S GYM FACILITY OR IN ANY WAY CONNECTED WITH KIDS CLUB, EVEN IF ARISING FROM THE DIRECT OR INDIRECT NEGLIGENCE OF THE GOLD'S GYM PARTIES. YOU, FOR CHILD AND YOURSELF AND ON BEHALF OF YOUR SPOUSE, OTHER FAMILY MEMBERS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE EACH OF THE GOLD'S GYM PARTIES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LOSSES, OR LIABILITY ARISING OUT OF OR RELATED TO ANY PROPERTY LOSS OR DAMAGE, INJURY, DISABILITY, DEATH OR LOSS OF ANY KIND THAT YOU OR CHILD MAY SUFFER, WHETHER ARISING FROM THE ACTIONS OR INACTION (INCLUDING NEGLIGENT ACTIONS OR INACTIONS) OF THE GOLD'S GYM PARTIES OR OTHERWISE ("CLAIMS"), TO THE FULLEST EXTENT PERMITTED BY LAW. IN THIS REGARD, YOU HEREBY AGREE TO HOLD THE GOLD'S GYM PARTIES HARMLESS AND INDEMNIFY AND DEFEND SAME AGAINST ANY AND ALL LIABILITIES, DAMAGES, LIENS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH ANY SUCH CLAIMS. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND YOUR MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION (EQUIPMENT AND RETAIL PRODUCTS): You acknowledge that (i) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) Gold's Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Gold's Gym nor any of its parents, subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. You shall indemnify Gold's Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive termination of your membership and this Agreement.

Do not sign this Agreement until you have read all pages or if it contains blank spaces. The terms on all pages are a part of this Agreement. You are entitled to a completely filled-in copy of this Agreement. By signing this Agreement, you acknowledge that (A) This Agreement will become legally binding upon its acceptance by Gold's Gym, (B) Gold's Gym makes no representations or warranties to you, either expressed or implied, except to the extent expressly set forth in this Agreement; and (C) this Agreement is subject to the Company plan set forth in a valid and existing Company Contract. This Agreement constitutes the entire agreement between you and Gold's Gym with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

By providing your contact information above, you consent to being contacted by phone, text, email and other means about your Gold's Gym membership and account.

X
MEMBER SIGNATURE _____

DATE _____

Legal Guardian: Any Member (including any Family Add-On) who is under the age of 18 must have a parent or legal guardian ("Legal Guardian") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

X
LEGAL GUARDIAN'S SIGNATURE _____

LEGAL GUARDIAN NAME _____

DATE _____

FAMILY ADD-ON SIGNATURES:

X

FAMILY ADD-ON #1 SIGNATURE

DATE

X

FAMILY ADD-ON #2 SIGNATURE

DATE

X

FAMILY ADD-ON #3 SIGNATURE

DATE

X

FAMILY ADD-ON #4 SIGNATURE

DATE