

MEMBERSHIP AGREEMENT

This Membership Agreement (the "Agreement") effective this ____ day of _____, 20____ (the "Effective Date") is by and between the undersigned member (the "Member" or "you") and Hardcore Strength & Fitness, LLC, an Indiana limited liability company (the "Gym" or "we" or "us") located at 2512 Beech Street, Valparaiso, IN 46383. It is agreed the Member is purchasing a Membership from the Gym according to the terms of this Agreement.

MEMBER INFORMATION

First Name: _____ Last Name: _____

Date of Birth: _____

Address:

City: _____ State: _____ Zip Code: _____

Phone: _____ Email Address: _____

THIS AGREEMENT IS SUBJECT TO A THREE-DAY COOLING OFF PERIOD

1. Facilities and Services. The facilities and services include the Gym premises and all exercise areas, bathrooms, equipment, weights, benches, machines, mats and any programs, products, classes and services that you may use (the "Facilities and Services" or the "Facilities" or the "Services").

2. Joining and Access. When you join our Gym, you will need to give us the information above and provide us with photographic identification. On joining we will give you a key fob that will let you access and use our Gym and the Facilities and Services.

3. Cooling Off Period.

3.1. If you change your mind after joining, you have three (3) days to cool off or cancel your Membership (the "Cooling Off Period"). To be effective, you must let us know in writing at any time during this three (3) day cooling off period. Your written cancellation can be given to us personally, by mail or by e mail at Candice@HardcoreStrengthandFitness.com.

3.2. If you cancel your Membership under Section 3.1, we will charge you the key fob fee of \$25.00 and fees for any Services or products already supplied, but the Membership Fees will be refunded.

4. Membership Fees. You should choose the type of membership you wish to have by placing your initials next to the selected option below:

___ Annual Membership. \$_____ per year to be paid upon the execution of this Agreement. This annual membership will automatically renew and will be automatically charged to you each year, one year from the previous year's Effective Date, unless earlier terminated by you. We require notice of your intention to cancel at least thirty (30) days before your annual membership expires. Absent said notice, your annual membership will automatically be renewed in perpetuity.

___ Annual Membership with Monthly Payments. \$_____ per month to be paid monthly. This is an annual membership and will be automatically charged to you each month, on the date of the month that this Agreement is signed (the "Payment Date"). This annual membership will automatically be renewed and will be automatically charged to you for an additional one-year term upon the one-year anniversary of the Effective Date of this Agreement, unless earlier terminated by you. We require notice of at least thirty (30) days before your annual membership expires of your intention to cancel. Absent said notice, your annual membership will automatically be renewed.

___ One Month Membership. \$_____ for one month of membership with no continuing obligation.

___ Guest Pass. \$20.00 for one 24 hour period.

Class Pass Membership

(available as an optional add-on to the Memberships listed above)

___ Unlimited Annual Class Pass. \$_____ for per year to be paid upon the execution of this Agreement. This pass will give the Member access to any scheduled class scheduled at the Gym for one year, on a first come, first served basis. This annual membership will automatically renew and will be automatically charged to you each year, one year from the previous year's Effective Date, unless earlier terminated by you. We require notice of your intention to cancel at least thirty (30) days before your annual membership expires. Absent said notice, your annual membership will automatically be renewed in perpetuity.

___ Unlimited Annual Class Pass with Monthly Payments. \$_____ per month to be paid monthly. This is an annual membership and will be automatically charged to you each month, on the date of the month that this Agreement is signed (the "Payment Date"). This pass will give the Member access to any scheduled class scheduled at the Gym for one year, on a first come, first served basis. This annual membership will automatically be renewed and will be automatically charged to you for an additional one-year term upon the one-year anniversary of the Effective Date of this Agreement, unless earlier terminated by you. We require

notice of at least thirty (30) days before your annual membership expires of your intention to cancel. Absent said notice, your annual membership will automatically be renewed.

_____ All Inclusive Membership and Class Pass. \$_____ per year to be paid upon the execution of this Agreement. This membership level will give the Member full access to all of the rights and privileges of an annual member plus the addition of the Unlimited Annual Class Pass access to any scheduled class scheduled at the Gym for one year, on a first come. This annual membership will automatically renew and will be automatically charged to you each year, one year from the previous year's Effective Date, unless earlier terminated by you. We require notice of your intention to cancel at least thirty (30) days before your annual membership expires. Absent said notice, your annual membership will automatically be renewed in perpetuity.

_____ Class Pass Punch Card. \$_____ per card to be paid upon the purchase of the card. This will allow the Member access to any ten (10) scheduled classes scheduled at the Gym, on a first come, first served basis. There will be no refunds for unused classes.

5. Health, Safety, and Acceptable Conduct.

5.1. Your Physical Condition.

- a) When you sign this Agreement and each time you use the Facilities and Services, you must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Facilities and Services until you have sought appropriate medical guidance and been given the go-ahead.
- b) You agree to give us all relevant personal health and fitness information both before and during the course of any exercise program or other activity.
- c) You promise that information you give us will be true and accurate and not misleading in any way.
- d) You must not use the Facilities and Services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others.
- e) We may suspend or cancel your Membership if we have reason to suspect that you have not complied with Section 5.1. In the event we suspend or cancel your Membership or Services due to noncompliance, you will NOT be refunded Key Fob or Membership Fees, and any remaining amount due to us under this Agreement shall be come immediately due and payable to us.

5.2. Your Key Fob.

- a) You will need your key fob to access the Gym and must swipe this each time you use the Facilities and Services.
- b) If you lose or forget your key fob you may access the Gym by calling (219) 615-8564 at any time for access to the keypad code. You should not ask or expect another person to let you into the Gym at any time.
- c) You shall not let anyone else into the Gym at any time, for any reason or let anyone else use your key fob. If you breach this term of your Membership, you will be charged one hundred dollars (\$100.00) for each individual you allow in, and your Membership may be suspended or cancelled with no refunds. We will continue to charge you for the remaining term of your Membership Agreement.
- d) If your key fob is lost or stolen, you must let us know immediately and must get a replacement within fourteen (14) days or you may be refused Gym access. A replacement key fob fee of \$25.00 will apply.

5.3. Proper use of Equipment. You hereby agree to take care to use the Facilities and Services safely and properly. If you are ever not sure how to operate any equipment properly, you agree to ask Gym staff before using the equipment and agree you will not use it without proper knowledge or instruction.

5.4. Guests. You may bring a guest into the Gym, but only if they register with Gym staff, pay a guest fee of \$20.00 for a twenty-four (24) hour pass, and meet our other reasonable conditions. For example, guests will need to be at least 18 years of age, show photo ID, and execute a liability waiver and other standard forms.

5.5. Gym Rules.

- a) Gym rules apply to everyone using the Facilities and Services. They are displayed in the Gym the “Gym Rules”.
- b) Gym Rules form part of this Agreement, so you must make sure you read, understand, and follow them at all times.
- c) If you break any of the Gym Rules, we will respond in a way we consider fair and appropriate. For example, in less serious cases, we may give you a warning but in serious cases or where you have repeatedly broken Gym Rules we reserve the right to suspend or cancel your Membership without refunds and will continue charging you based on the terms of your membership agreement. If your breach causes us or another person costs, loss or damages, you agree to pay for the damage or loss.

5.6. Performance Enhancing or Other Illicit Substances. You acknowledge that the distribution or use of illegal or legal performance enhancing drugs is prohibited and promise that you will not use or distribute these substances in or near the Gym. This includes, but is not limited to, such substances as ammonia tabs and “nose tork”.

5.7. Commercial Activity. You acknowledge that engaging in any commercial or business activities in the Gym, such as offering coaching or training services or selling goods in the Gym is strictly prohibited unless we grant you written permission to do so. If we do give you written permission, we can revoke this at any time, and at our sole discretion.

5.8. Action for Risky or Inappropriate Conduct. If you behave in a risky or inappropriate way, for example, if you threaten or harass others, damage equipment, distribute or use illicit substances, or coach or train other members without our authorization, appropriate action will be taken. For example, your Membership may be immediately suspended or cancelled without refund and you will continue to be charged per the terms of the Agreement and/or we may refer the matter to the appropriate authorities. If your conduct causes us or another person costs, loss or damages you agree to pay for the damage or loss.

5.9. Minimum Age. For safety and security reasons you must be at least 18 years old to become a Member.

Minors 12 - 17: You must be at least 12 years of age to use Gym and/or attend classes and must be accompanied by a parent or guardian.

5.10. Coaching and/or Training other Members. Member understands that agreement may be TERMINATED IMMEDIATELY if Member is giving coaching cues, or any other coaching and/or training advice to other members, without the express written consent by Hardcore Strength & Fitness, LLC. The Member also understands that coaching is to be strictly limited to Hardcore Strength & Fitness, LLC approved coaches, instructors, and/or trainers.

6. Security.

6.1. 24 Hour CCTV Cameras. The Gym premises have CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm. You should contact the Gym if you have questions on the use of our camera system.

6.2. Emergencies.

- a) The gym has panic buttons and security lanyards for safety and security reasons and to alert a security company in emergencies, for example, if you are, or feel, threatened, or need medical help. You must understand how emergency apparatus works and agree to use it only in an emergency.

- b) If you deliberately use emergency apparatus inappropriately, you agree to pay for any costs, loss or damages incurred because of this inappropriate use.
- c) Gyms may also have an emergency or crisis response procedure displayed which must be followed in emergencies.

6.3. Use Caution and Awareness.

You must be cautious and aware when entering the Gym, leaving the Gym, and using the Gym. You have the option to use security lanyards as an added precaution exercising alone.

6.4. Following Directions.

You agree to follow any reasonable direction of Gym staff relating to health, safety or security matters or related matters.

7. Privacy.

7.1. Your Personal Information. From when you apply for Membership, you will need to provide us with, and we will have access to personal information about you, including information relating to your health and finances. This information will not be shared with third parties outside of insurance purposes.

7.2. General Consent. By signing this Agreement, you consent to us collecting, using, disclosing and dealing with your personal information in accordance with our privacy policy.

7.3. Up to Date Contact Information. You must tell us promptly if you change your contact or payment details or if there is a change to other relevant personal information, including anything that may affect health or safety.

7.4. Consent to use your Image. You understand that photos, films, videos or audio recordings are sometimes taken of members for promotional purposes. Your permission will first be obtained if this is done. By signing this Agreement, you agree to allow your image, recording or likeness to be used for any legitimate purpose by us and you assign your rights in any of these materials to Hardcore Strength & Fitness, LLC.

7.5 Other.

- a) As noted in Section 6.1, CCTV camera recording is used in the Gym (except in bathrooms).
- b) Members and guests are permitted to take photographs and/or videos of their own personal work and personal progress to share with family and friends. Photographs and/or video that are taken for any other purpose or of anyone

other than the individual taking the photograph and/or video are strictly prohibited.

8. Payment and Billing. The Member has two options for payment:

- a) Payment in full may be made for all services, or (2) Monthly payment by credit card, debit card, check, or EFT. We utilize a third-party payment software solution and will not store any of your credit card, debit card, or other banking information onsite. If an arrangement is in place, your Membership Fees will continue to be debited from your account until you or we cancel the arrangement by advising your bank or credit provider. If you end this Agreement or stop the automatic debit arrangement in a way not described in this Agreement, you may be liable for unpaid Fees or damages for breach of contract. You should, however, cancel any direct debit authorization when your Agreement has expired, per the guidelines on page one of the Agreement.
- b) The Effective Date of this Agreement shall be the billing date for the Member. Each month on this date, the monthly payment is charged to the Member's credit/debit card or deducted from the Member's bank account.
- c) By entering into this Agreement, you hereby authorize us to charge any payment method on file, including credit cards, debit cards, and electronic funds transfer, for any fees or charges that may accrue due to your membership, in accordance with the terms and conditions of this Agreement. These fees may include, but are not limited to, Membership Fees, late payment fees, service charges, Key Fob Fees, and any other costs associated with your Membership.

The Company reserves the right to automatically charge the payment method on file for any outstanding amounts owed under this Agreement. In the event that a payment is declined or unsuccessful, you agree to provide updated and valid payment information promptly. Failure to provide updated payment information or resolve outstanding balances may result in the suspension or termination of your Membership.

9. Member's Right to Cancel. The Member may not terminate or cancel the Agreement except as follows: (1) if by any reason of death or disability, Member is unable to receive all Hardcore Strength & Fitness, LLC Services for which Member has contracted, Member and Member's estate shall be relieved from the obligation of making payment for Services, other than those received or obligated prior to death or the onset of disability (subject to signed doctor's note regarding the nature of the disability) This clause shall not apply to paid in full agreements.

10. Refunds. Other than as specifically stated in this Agreement, there shall be NO refunds issued for Gym Membership, Services purchased, fees, or deposits. There shall be no exceptions made to this Section 10.

11. Member Default. Member shall be deemed to be in default of this Agreement upon the failure to comply with any of the terms and conditions of the Agreement, including, but not limited to, the obligation to make any payment when due. Upon default, Hardcore Strength & Fitness, LLC shall have all rights and remedies available, including termination of this Agreement and institution of an action for all applicable damages. If Hardcore Strength & Fitness, LLC delays or refrains from exercising any rights under this Agreement, Hardcore Strength & Fitness, LLC shall not be deemed to have waived, nor will Hardcore Strength & Fitness, LLC lose those rights. Should Hardcore Strength & Fitness, LLC accept a late or partial payment from the Member, Hardcore Strength & Fitness, LLC does not waive the right to receive full and timely payments and other charges due under this Agreement.

12. Assumption of Risk, Liability Waiver, and Release.

12.1. Assumption of Risk. The Member understands and agrees that the use of the Gym, including the use of personal training services, involves the risk of injury. Member understands that these risks can range from minor injuries to major injuries, including torn ligaments, broken bones, heart attack, permanent paralysis or death as well as a virus, illness or infection. The Member understands and voluntarily accepts these and any other related risks. Member understands and acknowledges that the Gym and/or Hardcore Strength & Fitness, LLC does not manufacture fitness or other equipment, but purchases or leases such equipment; therefore, the Gym and/or Hardcore Strength & Fitness, LLC will not be held liable for defective equipment or products.

In consideration of the use of the Facilities and Services offered by the Gym and/or Hardcore Strength & Fitness, LLC, Member understands and voluntarily accepts these risks and agrees that the Gym and/or Hardcore Strength & Fitness, LLC and their respective parents, affiliates, subsidiaries, members, managers, employees, officers, directors, independent contractors and agents will not be liable for any injury, property damage, economic loss or any other damages (collectively, "Loss") sustained by Member or Member's guest (a) in, on or about the Gym whether related to exercise or not, or (b) as a result of the use of the equipment or facilities, regardless of whether such Loss results, in whole or in part, from the negligence of the Gym and/or Hardcore Strength & Fitness, LLC and their parents, affiliates, subsidiaries, members, managers, employees, officers, directors, independent contractors and agents.

12.2. Liability Waiver and Release. ACCORDINGLY, BY EXECUTING THIS AGREEMENT, MEMBER DOES HEREBY FOREVER DISCHARGE AND RELEASE THE GYM AND/OR HARDCORE STRENGTH & FITNESS, LLC FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES OR CAUSES OF ACTION OF ANY TYPE, WHETHER KNOWN OR UNKNOWN, WHICH MAY OCCUR TO MEMBER OR MEMBER'S GUEST, ARISING OUT OF OR RELATED TO

MEMBER'S USE, OR ITS GUEST'S USE, AS APPLICABLE, OF THE Gym and/or HARDCORE STRENGTH & FITNESS, LLC, THE EQUIPMENT, OR ANY ACTIVITY SPONSORED BY THE GYM, WHETHER RELATED TO EXERCISE OR NOT AND WHETHER SUCH EXERCISE OR ACTIVITY OCCURS IN THE GYM OR OTHER LOCATION OR ACTIVITY. Member agrees to this release and hereby indemnifies, defends and holds harmless the Gym and/or Hardcore Strength & Fitness, LLC and their respective members, managers, employees, officers, directors, agents and independent contractors for any and all claims brought by Member or Member's guest against the Gym and/or Hardcore Strength & Fitness, LLC. Member further expressly agrees that the foregoing release, waiver, and indemnity provision is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release, waiver and indemnity provision, and agrees that no oral representations, statements, or inducement apart from this Agreement have been made.

13. Additional Terms and Conditions.

13.1. Gym Termination Rights. The Gym may suspend or terminate this Agreement or Member's Membership for any or no reason in its sole and arbitrary discretion. Notification by the Gym of suspension or termination may be made in person or by telephone, mail or electronic mail. Should this Agreement be terminated or suspended by any party, for any other reason than the Cooling Off Period outlined in Section 3 herein, there will be NO REFUND issued to you, and you will continue to be charged per your Agreement.

13.2. Physical Condition and No Medical Advice. Member represents that Member is physically sound and has no medical reason or impairment including but not limited to a virus, infection, or illness that might prevent Member from its intended use of the Gym. Member is aware that physical exercise is a calculated risk activity and that using the Gym's exercise machines, free weights, cardiovascular equipment, personal training services, and any other equipment and related Services offered by the Gym, involves inherent dangers, including loss of or damage to personal property and serious personal injury or even death. Member voluntarily assumes and freely chooses to incur any and all such risks of loss, damage, injury or death, including the risk of harm caused in whole or part by any unintentional act or failure to act by the Gym and/or Hardcore Strength & Fitness, LLC and their respective affiliates, parents, subsidiaries, owners, managers, members, employees, agents, successors and assigns.

13.3 Liability for Property. Neither Gym and/or Hardcore Strength & Fitness, LLC and their respective affiliates, parents, subsidiaries, owners, managers, members, employees, agents, successors and assigns is liable to Member or its guest for any personal property that is damaged, lost or stolen while on or around the premises of the Gym, including damage to a vehicle or its contents or any property left in a locker. If Member or its guest causes any damage to such facilities, Member is liable for its cost of repair or replacement.

13.4. Suspension of Services. The Gym reserves the right at any time to delete, discontinue, repair or replace the equipment without any effect on this Agreement. The Gym also reserves the right to make changes to the type or quantity of equipment or services offered and to alter the hours of operation at the Gym's discretion. The Gym may, from time to time, close on a temporary basis, its Facilities (or portions of its Facilities) for maintenance, selected holidays and the like, and such temporary closures will have no effect on this Agreement.

14. Assignment. You may not assign this Agreement, its separate accompanying documents, schedules, addendums, amendments, exhibits, or disclosures, or any payment due there hereunder to any other party without the written consent of the Company.

15. Entirety, Modification, & Waiver. This Agreement and any accompanying documents, schedules, addendums, amendments, exhibits, or disclosures comprises the entire understanding of the Parties, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the Parties relating to the Services. This Agreement may not be modified orally, rather any modification of this Agreement must be in writing and signed by both Parties. Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

16. Counterparts. This Agreement may be executed in multiple counterparts with each counterpart deemed to be an original and all counterparts together constituting the same agreement.

17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

18. Interpretation. This Agreement shall be construed as if prepared by all Parties and no rule of law or evidence construing a document against the preparer thereof shall be invoked or applied in the event that the meaning of any of the terms or expressions contained in this Agreement become disputed.

19. Governing Law and Venue. Any action instituted by either party arising out of the enforcement or challenge of the settlement WILL BE COMMENCED AND MAINTAINED EXCLUSIVELY BEFORE ANY APPROPRIATE STATE COURT OF RECORD IN PORTER COUNTY, INDIANA OR, IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY RIGHT TO CHALLENGE OR OTHERWISE OBJECT TO PERSONAL JURISDICTION OR VENUE IN ANY ACTION COMMENCED OR MAINTAINED IN SUCH COURTS UNLESS

OTHERWISE AGREED BY THE PARTIES, AND THE COURT IN SUCH ACTION SHALL APPLY INDIANA SUBSTANTIVE LAW.

20. Attorney Fees. If either party becomes involved in litigation arising out of this Agreement or its separate accompanying documents, schedules, addendums, amendments, exhibits, or disclosures, or the performance thereof, the cost in such litigation, or in a separate suit, shall award attorney fees to the prevailing party including fees to enforce any award or judgment. Unless judgment goes by default, the attorney fee award shall not be computed in accordance with any court schedule but shall be as such as to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

21. Force Majeure. Neither party shall be liable for any delay or failure in performance arising out of acts or events beyond its reasonable control, including fires, labor disputes, embargoes, requirements imposed by Government regulation, Government shutdowns, civil or military authorities, judicial decisions, acts of terrorism, pandemics, and/or acts of God.

By their execution, the parties agreed to all of the terms and conditions of this Agreement effective as of the Effective Date of set forth above:

Hardcore Strength & Fitness, LLC:

The Member:

Candice Hanusin, its President

Printed Name