

FLORIDA

Registration No.: HS4665

Club: TCA-Weston, LLC d/b/a Midtown Weston, 2300 Royal Palm Boulevard, Weston, Florida 33326

This Membership Agreement (“Agreement”) is made this ____ day of _____, 202____, by and between TCA-Weston, LLC, d/b/a Midtown Weston (referred to as “Club” or “Midtown Athletic Club”) and the “Primary Member” designated on the preceding page, who is the undersigned hereof (referred to as “I”, “Me” or “Member”).

PLEASE CAREFULLY REVIEW THE ARBITRATION PROVISION SET FORTH IN THE “ARBITRATION” SECTION BELOW, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE ARBITRATION AGREEMENT, AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Initiation Fee. I understand that the initiation fee is a one-time charge, contingent upon continuous membership. If this membership is terminated, a separate initiation fee will be due in order to obtain a new membership.

Member Financial Responsibility and Collection. I am responsible for the payment of all monthly dues, processing fees, and all other Club charges under this Agreement. All credit card payments are subject to a 3% processing fee. All obligations contained in this Agreement are joint and several for all adult members who are part of a couple or family membership. I understand that late payment of fees or other charges may result in late fees or interest charges, none of which will exceed legal limits, and I shall be responsible for and agree to pay any and all late fees, interest charges, collection agency fees and attorney’s fees and costs incurred by the Club to recover any outstanding balance of monthly dues and Club charges that are owed by me.

I Agree to Follow the Rules. I agree to abide by all rules, policies and procedures of the Club (the “Rules”), which are subject to change without notice. The Rules may be posted in the Club and available on the Club website. All matters relating to the Rules are controlled by the Club and a failure to abide by the Rules may result in the Club suspending or terminating my membership. The Club is the only party allowed to set the Rules, and the Club shall make all final interpretations of the Rules and any violations thereof, in its sole discretion. The Club reserves the right to terminate this membership if the Club determines, in its sole discretion, that my conduct is in any way improper or contrary to the interests of the Club and/or its members.

Prior Memberships and Cancellation by the Club. If I, or anyone on this membership, was a prior member of the Club or any of its affiliates, and have failed to pay dues or other amounts owed under that prior membership, had my membership terminated, engaged in conduct that is in any way improper or contrary to the interests of the Club and/or its members, or for any other reason in the Club's sole discretion, I agree the Club can cancel this Agreement at any time by returning the initiation fee and any unused dues paid by Me under this Agreement; and the Club is authorized to collect any outstanding, unpaid amounts owed to the Club attributed to my prior membership. The Club reserves the right to cancel this Agreement at any time and for any reason upon written notice to you and a refund of that portion of your paid membership dues for the month of such cancellation and any pre-payments for services not yet applied.

Assumption of Risk. On my own behalf, and on behalf of my family members, minor children and guests (collectively "Related Members"), I acknowledge that attendance at or use of the Club or participation in any of the Club's activities or programs could cause injury to me or my Related Members. In consideration of my attendance at or use of the Club and/or my participation in any of the Club's activities or programs, I hereby assume all risks of personal injury, accidental slip and fall injuries, illness, death, property damage, property loss or theft (whether from a locker, automobile or otherwise) or other damages to me or my Related Members, which may result from or arise out of my or their: (1) attendance at or use of the Club, including but not limited to use of the Club's equipment (fitness or otherwise), courts, sauna, steam room, spa, swimming pools, whirlpool, Kids Club, dining facilities, locker rooms or parking lot; and (2) participation in any of the Club's programs or activities, including but not limited to racquet sports, group exercise, Pilates, yoga, massage, sports training, weight lifting, aquatic programs, team and individual sports, exercise, Kids Club, adventure sports, special events and programming, or health and fitness advisory services.

Release, Indemnify and Defend. I hereby, on behalf of myself and my heirs, administrators and assigns, fully and forever release and discharge the Club, its affiliates, owners, shareholders, officers, directors, managers, employees, members, agents, contractors, and subsidiaries, and their successors or assigns (collectively "Club Group"), from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively "Claims"), resulting from or arising out of my or my Related Members' attendance at or use of the Club or my or my Related Members' participation in any of the Club's activities or programs, in each case including those claims which arise out of the negligence of the Club. I agree to defend, indemnify and hold harmless the Club Group from and against any Claims arising from or related to my or my Related Members' acts or omissions in connection with my or their attendance at or use of the Club or participation in any of the Club's activities or programs.

I understand that the foregoing assumption of risk and release of liability shall apply to all Claims against the Club Group.

Payment for Damages. I agree to pay for any and all damages to the Club caused by Me or my Related Members whether negligently, willfully or otherwise.

My Physical Fitness – I am Cleared to Exercise. I represent and warrant to the Club that I am physically fit to perform those activities which I may undertake at the Club and that I am solely responsible for all health risks associated with such activities. I am in good health and have no disability, impairment, injury, disease or ailment preventing me from engaging in exercise, sports, massage, or other activity which would cause increased risk or injury or adverse health consequences as a result of use of the Club or its facilities in any manner. I understand that the Club strongly recommends that I am examined by my physician prior to engaging in activities at the Club. If I have concerns about my health, I will confer with my physician about whether it is safe for me to engage in such activities at the Club.

Medical Advice. I acknowledge that the Club and the Club's affiliates, including their employees and contractors, even if certified as a personal trainer, group exercise instructor, nutritionist, dietician, massage therapist, etc., are not licensed medical practitioners. Although they may have expertise in various fields, their advice is limited in scope and is not a substitute for proper medical supervision and advice. I understand that any evaluation or assessment of my physical fitness and any recommendation of activities made by the Club is for normal healthy people and is not a substitute for obtaining an evaluation, assessment or recommendation from a physician.

Injuries. When people exercise, play sports, or use pools, spa facilities, or wet areas they can get injured. Sometimes these injuries can be very serious in nature. It is my responsibility to use caution. I understand that I am solely responsible for any medical, health or personal injury costs relating to my attendance at or use of the Club or participation in any of the Club's activities or programs.

Consent for Emergency Treatment. I consent to medical treatment for emergencies that occur during my attendance at or use of the Club or my participation in any of the Club's programs or activities where I am unable to consent to such treatment.

Minors. I acknowledge that the Club does not attempt to verify the legal guardianship of minors. If I or my designee bring a minor as my guest that is not my child or for whom I am not a legal guardian, I represent and warrant to the Club that I have permission to bring the minor to the Club and I take full responsibility for that child's safety and wellbeing while at the Club and during transport to and from the Club. I agree to indemnify, defend and hold harmless the Club its affiliates, owners, shareholders, officers, directors, managers, employees, members, agents, contractors, and subsidiaries, and their successors or assigns, from any and all claims made by the minor's parent, legal guardian, or by the minor, or by anyone on behalf of the minor. It is my duty to supervise my children and my minor guests at all times.

The Club Advises You to Leave Your Valuables at Home. Thieves often target health club parking lots and locker rooms. The Club cannot and does not monitor all areas at all times. The Club is not responsible for items stolen on Club property.

Personal Information. I grant the Club the right to take photographic or moving picture records (“Images”) of Me at the Club or during Club sponsored events or programs and agree that the Club may use such Images and other personal information for promotional and/or commercial purposes, as well as approve such use by third parties with whom the Club may engage in joint marketing, without remuneration to me. I hereby assign the Club all right, title and interest I may have in or to any and all media in which Images and my name or likeness might be used by the Club. The Club may collect, use, and disclose my personal information in accordance with the Club’s Privacy Policy located at <https://www.midtown.com/privacy-policy>. From time to time, the Club may change the Privacy Policy because of changes in relevant and applicable legal or regulatory requirements, the Club’s business practices, or in the Club’s attempts to better serve your needs and those of the Club’s other customers.

Contact. I authorize the Club to contact Me by mail, email, phone, including by text (SMS), social media, or by other means as technology advances, in accordance with the Club’s Privacy Policy.

Use of Website and Mobile Application. I acknowledge that my use of the Club’s website (maintained at <http://www.midtown.com/>) and mobile application is governed by the Club’s Terms of Use located at <https://www.midtown.com/terms-of-use/>, and I agree to be bound by the [Terms of Use](#) when using the Club’s website or mobile application.

Third-Party Services. The Club may make goods or services of certain third parties available to Me, which may include but are not limited to fitness tracking, competitions, and tournaments. These third-party services are not controlled by the Club and may be supplemented or discontinued at any time. To the fullest extent permitted by law, the Club makes no representations or warranties regarding these third-party services and disclaims all liability for any loss, damage, or injury arising out of or in connection with such third-party services or my use of such third-party services.

The Club Does Not Process Payments. The Club uses an independent third party to process payments for transactions. To allow the processing of payment and in accordance with the Club’s Privacy Policy, the Club may provide certain personal information about Me to the third party payment processor.

Assignment. The Club has the right to assign this Agreement. No right of action or defense arising out of this Agreement which I have against the Club shall be cut off by assignment of the Agreement, whether or not the assignee acquires the Agreement in good faith and for value.

Entire Agreement. This Agreement is the entire agreement pertaining to my membership and supersedes any other promises, representations or understandings of any kind, whether written or oral. Whenever possible, each provision of this Agreement will be interpreted in a manner so that it will be effective and valid under applicable law. The Club will not lose its rights under this Agreement if it delays in enforcing them or fails to enforce such rights. I and the other persons who are becoming members under this Agreement agree to be jointly and severally liable for our obligations under this Agreement.

Copy of Contract. A copy of this Agreement will be emailed to you upon execution and will be made available to you upon request at any time.

Arbitration.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, YOUR RIGHT TO FILE A LAWSUIT IN COURT.

I agree that all legal claims and disputes by Me or my guests against the Club and/or its affiliates, owners, shareholders, officers, directors, managers, employees, members, agents, and subsidiaries, and their successors or assigns, must be resolved through binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which will govern the interpretation and enforcement of this arbitration agreement. Arbitration will be conducted by the American Arbitration Association in Weston, Florida, arbitrated by a member of the bar of Florida pursuant to the Association's rules and bylaws. I also agree not to participate in a class action, a class-wide arbitration, claims brought in a representative capacity, or consolidated claims involving another person's membership in any claim or dispute against the Club.

Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Florida. Courts located in the State of Florida shall have exclusive jurisdiction over any dispute related to this Agreement and the parties agree to the personal jurisdiction and venue of such courts.

Severability. To the extent that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

One Week to Cancel for Any Reason. I may cancel this Agreement for any reason or for no reason at any time during the first seven (7) days from the date that I sign it. If I cancel this Agreement during the first seven (7) days after I sign it, I will receive a full refund of the initiation fee and any monthly dues that I have paid to the Club. I must cancel in writing by sending a letter of cancellation to Midtown Athletic Clubs, Billing Department, 3611 North Kedzie Avenue, Second Floor, Chicago, IL 60618, or by completing a

membership cancellation form in person with authorized personnel as may be designated in the Club rules, policies and procedures. Cancellation by any other means or with personnel not designated in the Club rules, policies and procedures is not valid. Cancellations are not accepted at the reception desk or by coaching staff. I will also return my membership card at the time I give notice of cancellation. The refund may take up to thirty (30) days to process.

Obligation is For One Year, then Automatic Renewal on a Month-To-Month Basis. This Agreement obligates Me for one year. After the first year, my membership renews automatically on a monthly basis, at the prevailing monthly rate for membership dues for that month plus a 3% processing fee for credit card payments, until I cancel the Agreement or the Agreement is otherwise terminated as provided in this Agreement. The Club will not raise its dues during the initial one year term. Any increase in membership dues for a renewal period will be disclosed to Me in writing at least sixty (60) days in advance of the increase.

After Initial Year of Membership. Once the initial year of membership has passed, the Club may increase its dues and modify or amend the terms of this Agreement at any time and from time to time by providing Me with at least sixty (60) days' prior written notice of any change. Once the initial year of my membership has passed, I may cancel my membership at any time for any reason or for no reason. My continued use of any of the Club's services after the effective date of any change to my dues or this Agreement will be deemed to be my acceptance of the modified dues and/or version of this Agreement.

Cancellation After One Year; Cancel by the 25th of the Month to Prevent Another Month of Billing. Once the initial year of membership has passed, I may cancel my membership at any time for any reason or for no reason. I agree to the following cancellation procedure: If I decide to cancel my membership after the initial twelve month period, I must do so before the 25th of the month of the final billing. If I cancel on or after the 25th of the month, I will be billed for the following month, after which my membership will terminate. All notices of cancellation must be made in writing by (i) sending a letter of cancellation, by certified or registered mail and postmarked at least 10 business days before the end of the month, to Midtown Athletic Clubs, Billing Department, 3611 North Kedzie Avenue, Second Floor, Chicago, IL 60618, Fax (773-463-4642), or email (membersupport@midtown.com); (ii) completing a membership cancellation form in person with authorized personnel as designated in the Club rules, policies and procedures; or (iii) completing a membership cancellation form through the Midtown Member App. Cancellation by any other means or with personnel not designated in the Club rules, policies and procedures is not valid. Cancellations are not accepted at the reception desk or by coaching staff. I will also return my membership card at the time I give notice of cancellation.

Consumer Protection Clauses

- 1. I am entitled to the penalty-free cancellation of this Agreement within three (3) days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the Club, and refund upon such notice of all monies paid under the Agreement, except that the Club may retain an amount computed by dividing the number of complete days in the contract term, or if appropriate, the number of occasions Club services are to be rendered into the total Agreement price and multiplying the result by the number of complete days that have passed since the making of the Agreement or, if appropriate, by the number of occasions that Club services have been rendered. A refund shall be issued within thirty (30) days after receipt of notice of cancellation.**
- 2. I am entitled to the cancellation and refund of the Agreement if the contracting business location of the Club goes out of business, or moves its facilities more than five (5) driving miles and fails to provide, within thirty (30) days, a facility of equal quality located within five (5) driving miles at no additional cost to Me.**
- 3. My notice of intent to cancel shall be given in writing to the Club. Such a notice of cancellation shall also terminate automatically My obligation to any entity to whom the health studio has subrogated or assigned the Agreement. If the Club wishes to enforce the Agreement after receipt of the notice of cancellation, it may request the Department of Agriculture and Consumer Services ("Department") to determine the sufficiency of the notice.**
- 4. If the Department determines that a refund is due to Me, the refund shall be an amount computed by dividing the Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. The business location of the Club shall not be deemed out of business when temporarily closed for repair and renovation of the premises:
 - a. Upon sale, for not more than fourteen (14) consecutive days; or**
 - b. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.**A refund will be issued within thirty (30) days after receipt of the notice of cancellation.**
- 5. You are advised to contact the Department for information within sixty (60) days should the Club go out of business.**
- 6. The Agreement may be cancelled if I die or become physically unable to avail myself of a substantial portion of those services which I used from the commencement of the Agreement until the time of disability, with refund of funds paid or accepted in payment of the contract in an amount computed by dividing the Agreement price by the number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. If I seek relief (or My estate seeks relief) under this paragraph, I may be required to provide proof of disability (or death). A physical disability sufficient to warrant cancellation of the Agreement by Me shall be established if I furnish to the Club a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation.**
- 7. The initial term of this Agreement will not exceed thirty-six (36) months and thereafter shall only be renewable annually. Renewal contracts may not be executed and the fee therefore paid until sixty (60) days or less before the preceding agreement expires.**

8. If the Club requires Me to furnish identification upon entry to the facility and as a condition of using the services of the Club, the Club will provide Me with the means of such identification.

SHOULD I CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, I AM AWARE THAT I AM PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF MY MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO ME SHOULD I CHOOSE TO PAY IN ADVANCE.

I acknowledge that I have carefully read this Agreement, including the provisions concerning assumption of risk and release of liability, and fully understand that it is a release of liability against the Club Group for any Claims that I or my Related Members may have against the Club Group. I represent that I am the parent or legal guardian of the minor child(ren), if any, listed. I give my consent to the minor child(ren)'s activities at the Club.