

## GEORGIA

This Membership Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Windy Hill Athletic Club (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.

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. To cancel, I must send a letter of cancellation to Midtown Athletic Clubs, Billing Department, 3611 North Kedzie Avenue, Second Floor, Chicago, IL 60618, or complete 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.

In the event optional services are offered, I will be sure that any options I have not selected are lined through or that it is otherwise indicated that I have not selected these options. It is recommended that I send my cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that I did cancel. If I do hand deliver my cancellation, I will be sure to get a signed statement from an official of the Club acknowledging my cancellation.

To be effective, my cancellation must be postmarked or hand delivered by midnight on \_\_\_\_\_, \_\_\_\_\_, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to me.

Obligation is For One Year, then Automatic Renewal on a Month-To-Month Basis. This Agreement obligates Me for one year. Thereafter, my membership renews automatically on a

monthly basis, at the prevailing monthly rate for membership dues for that month for the same membership type plus a non-refundable 3% processing fee for credit card payments, until I cancel the Agreement or the Agreement is otherwise terminated as provided in this Agreement. 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. The Club will not raise its dues during the initial one-year term.

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) day of the month of the final billing. If I cancel on or after the (25th) day 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 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) by completing a membership cancellation form in person with authorized personnel as may be designated in the Club rules, policies and procedures; or (iii) by 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. If I choose to mail my cancellation notice, it is recommended that I send my cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that I did cancel.

Cancellation During the Initial One -Year Term. I may cancel this Agreement during the initial one -year term with written notice for any of the following reasons and upon the following terms:

a) Substantial Change: I may cancel this agreement within 30 days from the time I knew or should have known of any substantial change in the services or programs available at the time I joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one sex and vice versa. To cancel, I must send written notice of my cancellation to the address provided in this contract for sending a notice of cancellation. The best way to cancel is by keeping a photocopy and sending the cancellation by registered or certified mail or statutory overnight delivery, return receipt requested. I may also cancel by completing a membership cancellation form in person

with authorized personnel as may be designated in the Club rules, policies and procedures.

b) Relocation: In the event that I relocate my residence to a location farther than twenty-five (25) miles from the Club, and if the Club fails to designate another fitness center with comparable facilities and services within twenty-five (25) miles of my new residence, I may cancel this Agreement and shall be liable for only that portion of the charges allocable to the time before reasonable evidence of such relocation is presented to the Club, plus a termination fee equal to \$50 or 10% of the balance of membership dues owed for the remaining part of the initial one year term, whichever is less.

c) Disability or Death: If I am unable to use or receive all services contracted for because of disability or death, I or my estate shall be liable for only that portion of the charges allocable to the time prior to death or the onset of disability. In such event, the Club will require and verify reasonable evidence of such disability or death.

d) Notice of cancellation under sections (a), (b) or (c) above shall be made in writing: (i) by sending a letter of cancellation and supporting documentation to Midtown Athletic Club, Billing Department, 3611 North Kedzie Avenue, Second Floor, Chicago, IL 60618, ; (ii) by completing a membership cancellation form in person with authorized personnel as may be designated in the Club rules, policies and procedures; or (iii) by 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. If I choose to mail my cancellation notice, it is recommended that I send my cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that I did cancel.

e) All refunds to which I or my estate is entitled shall be made within thirty (30) days of receipt by the Club of the cancellation notice and all appropriate and reasonable documentation that is required to support the cancellation.

Cancellation if Club Ceases Operation. Under this Agreement, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this Agreement, in the event the club at which the Agreement is entered into ceases operation and fails to offer an alternate location, substantially similar, within ten miles.

Initiation Fee. I understand that the initiation fee is a one-time charge, contingent upon a 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.

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 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.

**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 or if I have a history of heart disease, I should confer with my physician before joining the Club 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 such 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 constitutes 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, United States Code), which will govern the interpretation and enforcement of this arbitration agreement. Arbitration will be conducted by the American Arbitration Association in Atlanta, Georgia, arbitrated by a member of the bar of Georgia 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 Georgia. Courts located in the State of Georgia 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.

### NOTICE

**State law requires that we inform you that should you (the buyer) choose to pay for any part of this agreement in advance, be aware that you are paying for future services and may be risking loss of your money in the event this health spa ceases to conduct business. Health spas do not post a bond, and there may be no other protections provided to you should you choose to pay in advance.**

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**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.**