

UFC

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PREPAID MEMBERSHIP AGREEMENT

SECTION 1: SUMMARY OF TERMS AND ACCOUNT CHARGES

CLUB INFORMATION: Mays Fitness & Wellness d/b/a UFC Gym ("UFC Gym"), an independently owned and operated franchise of UFC Gym.

CLUB OF ENROLLMENT: UFC Gym Lansdale 423 South Broad Street, Lansdale, PA 19446

MEMBER INFORMATION: Member Name: Erica DeVose Address: 531 Squirrel Lane, Lansdale, PA 19446

Birth Date: 01/14/1976 Email: eedevose@gmail.com Gender: F

Home #: (267) 549-4884 Cell #: (267) 549-4884 Work #: -

PAYOR INFORMATION: (If different from Member) Payor Name: Erica DeVose

All references in this Agreement to "Member," "Buyer," "you" and/or "your" shall be the Member listed above. All references to "Payor" or "Obligor" in this Agreement shall be the Payor listed above.

TERMS OF PREPAID MEMBERSHIP:

1. Your prepaid membership will begin on 01/14/2016 and continue for 3 consecutive months. This is your "Initial Term."
2. Unless you choose now to automatically renew your prepaid membership at the end of the Initial Term (by completing Section 2 below), your prepaid membership will automatically terminate on 4/14/2016, which is the last day of the Initial Term.
3. Excluding applicable fees, taxes and surcharges, your prepaid amount is 299.00.
4. Your enrollment fee amount is 0.00.
5. Your processing fee amount is 0.00.
6. You are not charged an annual club enhancement fee on a prepaid membership.
7. Your total amount DUE NOW to start is \$299.

SUMMARY OF ACCOUNT CHARGES

This list summarizes your fees, dues and charges. **Please read carefully!** Note that other charges may apply. Please do not sign if there are any blank spaces.

Enrollment Fee: 0.00

Processing Fee: 0.00

Prepaid Amount: 299.00

Taxes/Fees/Surcharges: \$0

Other: [other]

PTP Amount:

TOTAL DUE NOW: 299.00

TOTAL DUE WITH OPTIONAL RENEWAL:

PAYMENT SCHEDULE

Payment	Due Date	Amount
1	01/14/2016	\$299

Your signature below indicates that you consent and agree to the terms of your prepaid membership, the summary of account charges, and the summary of payment schedule as described above.

Buyer's Acceptance: (electronic signature) Erica DeVose

Signature (initially skipped) _____	Date _____
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Date Signed and Accepted 01/14/2016

SECTION 2: OPTIONAL RENEWAL (PROMISE-TO-PAY)

By signing below, you are choosing to renew this prepaid membership at the end of the Initial Term. This is your "Renewal Term." You may choose to prepay for your Renewal Term, or you may pay for the Renewal Term on a month-to-month draft basis. The amount you pay for your Renewal Term will be your "Renewal Term Dues." Your Renewal Term Dues does not include any applicable taxes, surcharges or fees. See Section 6 below for proper cancellation during the Renewal Term. You must be a UFC Gym member in good standing at the expiration of the Initial Term to remain eligible for the renewal option.

Renewal Term Begins: NA

Renewal Terms Ends: [evergreenduration] from NA

Renewal Terms: - according to the terms of this Agreement.

Your Renewal Term Dues of \$NA will be billed on NA.

You, as the Member or Payor, are promising to pay for your Renewal Term in accordance with the terms described in this Agreement.

Buyer's Acceptance (electronic signature) Erica DeVose

Signature (initially skipped) _____	Date _____
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Date Signed and Accepted 01/14/2016.

SECTION 3: BUYER'S RIGHTS IN PENNSYLVANIA

3.1 NOTICE OF CONSUMER RIGHTS.

(a) **BUYER'S RIGHT TO CANCEL.** If you wish to cancel this contract, you may cancel by delivering or mailing by certified mail, return receipt requested, written notice to this health club. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before 12 midnight on the third business day after you sign and receive a copy of this contract. The notice must be delivered or mailed to UFC Gym Lansdale 423 South Broad Street, Lansdale, PA 19446. In some cases you may also cancel this contract if you sign it before the health club facility was completed, if the club moves or goes out of business, if you become permanently disabled or if you move from the area. If you cancel, the health club may be entitled to a certain portion of the contract price. If the health club goes out of business or refuses to give you a refund, there may be a bond or letter of credit under which you are entitled to collect. For details, read your contract carefully. Enforcement of the Health Club Act is by the Attorney General of the Commonwealth of Pennsylvania or the district attorney of the county in which the health club is located. You may also bring a private cause of action. If your rights are violated, you may contact the State Bureau of Consumer Protection or your local district attorney.

(b) **NOTICE OF CLAIMS AND DEFENSES.** Any holder of this contract or note is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery thereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

3.2 EXTENSION IN THE EVENT OF CLUB CLOSURE. If the health club temporarily closes for 30 days or less, you shall receive an extension of the membership term equal to the period during which the facility is closed.

3.3 PRESALE PROVISIONS. If the health club is not completed and operational on the date you execute this contract, then you may cancel this contract without penalty and receive a refund, including any initiation fee, if the facility is not completed and operational by [openingdate]. Once the facility opens, or the health club provides you with notice of its opening, you shall still have three (3) business days after the facility opens to rescind your agreement and receive a penalty-free refund, including any initiation fee.

3.4 VOIDABLE CONTRACT. Until the health club provides you with a signed copy of the contract written in full compliance with the Pennsylvania Health Club Act, you may cancel this contract at any time.

3.5 MAXIMUM TERM. The maximum term of this Agreement shall not exceed 36 months.

3.6 SURETY BOND INFORMATION. The surety bond company for this UFC Gym facility is [bondcompany] with its business address located at [bondcompanyaddress]. To file a claim under the bond, you must [listprocedure].

PLEASE READ SECTION 6 IN ITS ENTIRETY FOR A FULL EXPLANATION OF YOUR CANCELTION RIGHTS.

Buyer's Acceptance (electronic signature) Erica DeVose

Signature (initially skipped) _____ Date _____

. **Date Signed and Accepted** 01/14/2016.

You are entitled to a hard copy of this agreement at the time you enroll. Please ask your member services representative if you would like a copy. In all cases, the agreement will be emailed to the email address provided.

SECTION 4: RELEASE OF LIABILITY; ASSUMPTION OF RISK

USING THIS FACILITY OWNED BY [IRSLEGALNAME] DBA UFC GYM, OR ANY OTHER UFC GYM FACILITY INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST, WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY UFC GYM, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE UFC GYM, [IRSLEGALNAME], UG FRANCHISE OPERATIONS LLC, CLUBREADY, LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY

DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF UFC GYM, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING UFC GYM FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN UFC GYM ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND UFC GYM ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT UFC GYM.

SECTION 5: DUES, FEES AND CHARGES; PAYMENT AUTHORIZATION

5.1 PAYMENT OBLIGATIONS. You, as the Member or Payor, agree to pay all amounts due under this Agreement, including all dues, fees and charges listed in Sections 1 and 2 (collectively, "Dues, Fees and Charges"). Except as expressly provided in this Agreement, Dues Fees and Charges which have been paid to UFC Gym are not refundable. No deduction from any payments shall be made because of your failure to use UFC Gym's facilities or services.

5.2 DUES, FEES AND CHARGES. You, as the Member or Payor, understand that by executing the authorization below, you will be responsible for payment of all amounts due under this Agreement, regardless of whether you use the UFC Gym facility. UFC Gym reserves the right to change Dues, Fees and Charges at any time at its discretion. Except as otherwise provided below, all changes will be posted at the front desk of the UFC Gym, and will take effect 30 days after the date on which they are posted. You agree to pay any Dues, Fees and Charges by credit card or electronic funds transfer (ACH/EFT) from your designated checking account, savings account or debit card account ("Designated Account"). In addition, you agree to pay the following fees as applicable:

(a) Enrollment Fee. You agree to pay UFC Gym an enrollment fee upon execution of this Agreement.

(b) Recurring Dues and Taxes. You agree to pay in advance recurring dues and related taxes as set forth in this Agreement. UFC Gym may adjust recurring dues after giving you 30 days prior notice of such changes, either by posting such changes, as described above, or by sending you notice by mail.

(c) Change of Membership Location. If you are a One Gym Access member, you may change this membership to another UFC Gym location by written request and upon payment of an administrative fee not to exceed \$50, plus the difference, if any, in recurring membership dues.

(d) Termination Due to Change in Residency (California only). In the event of cancellation due to a change of residency, a fee of \$100 will be charged if less than half of the term of this Agreement has elapsed, or a fee of \$50 will be charged if more than half of the term of this Agreement has elapsed.

(e) Lost Membership Cards. Lost membership cards will be replaced for a fee of \$15.

(f) Charges for Returned Payments. If any check, account debit, or credit card charge payable to UFC Gym, or UFC Gym's third-party billing company, is returned, rejected or dishonored, UFC Gym or any third party acting on its behalf, as applicable, may in each instance, to the extent permitted by law, assess a charge equal to the total of all charges, costs and expenses incurred by UFC Gym in connection with collection, and/or UFC Gym may charge such other fees as may be permitted by applicable law.

(g) Late Charges. All balances owed under this Agreement that are 30, 60 and 90 days in arrears are subject to a charge of \$15 per cycle in arrears. Any unpaid balances for membership fees, goods or services past 30 days may result in suspension of membership privileges. You agree to pay all costs incurred by UFC Gym for collection.

(h) No Show Fee (Signature Clubs only). A fee of \$2 will be charged if you make an appointment for an ultimate level class and do not show up, or fail to cancel the class appointment at least one hour before the start of the class.

(i) Club Enhancement Fee. You agree to pay a club enhancement fee on the anniversary date of this Agreement (for Recurring Dues Members only).

5.3 PAYMENT AUTHORIZATION (PLEASE READ CAREFULLY!). All references to "I" or "me" in this Section shall refer to "you," as the Member or Payor. This payment authorization relates to the Designated Account identified above. All Dues, Fees and Charges (including any "Renewal Term Dues" or "Promises to Pay") payable under this Agreement will be transferred from or charged to the Designated Account.

(a) Authorization for Payment by Credit Card or ACH/EFT. By signing below, I hereby authorize ClubReady, LLC to charge my debit/credit card, or initiate ACH/EFT transfers, from my Designated Account for the purpose of paying all Dues, Fees and Charges, including any fees or charges for fitness services or other ancillary services, which I owe to UFC Gym per the terms of this Agreement, or until my membership is properly cancelled or terminated, whichever occurs first. I understand and acknowledge that the amounts charged or transferred from my Designated Account may vary each month between the Recurring Dues amount shown above in Sections 1 and 2, and three times that amount, due to a change in monthly dues, past unpaid dues, applicable taxes, and other fees and charges. I understand that I have a right to receive notice in writing at least 10 days in advance of any ACH/EFT debit (checking, savings, credit/debit card) that will fall outside of this range. If I choose to pay by credit card, I agree to allow my checking account to be drafted should my credit card be rejected for any reason until new credit card information is provided. I understand that all Dues, Fees and Charges will appear on my credit card statement and/or bank statement under the name of "ClubReady/UFC," and I accept full financial responsibility for payment of these charges.

(b) Optional One-Time Charges and Transfers for Convenience. As a convenience to members (which may be someone other than me), UFC Gym, from time to time, may charge or initiate transfers from my Designated Account for (i) Dues, Fees and Charges; (ii) merchandize and/or sundries purchased by member or member's authorized guests, and/or UFC Gym services purchased by member. By signing below, I authorize UFC Gym to maintain the Designated Account for this purpose. I agree that by initiating a transaction to pay Dues, Fees and Charges (in person or over the telephone), or by making a purchase, I will be authorizing UFC Gym to charge or initiate transfers from the Designated Account for payments. I also understand that if I am making payments by ACH/EFT, funds may be withdrawn from the Designated Account as soon as the same day on which I initiate the payment or make the purchase.

(c) How to Revoke this Authorization. This authorization will remain in full force and effect during the term of this Agreement unless I revoke it. I understand that I may revoke this authorization at any time by notifying UFC Gym at UFC Gym Lansdale 423 South Broad Street, Lansdale, PA 19446. I understand that revocation will only be effective as to transfers that are scheduled to occur at least 10 business days after UFC Gym receives the notice. If the revocation cannot be processed prior to the scheduled date of the charge or transfer, UFC Gym shall refund the debited amount. Revocation of this authorization, or my stopping any payment, does not relieve me of my obligation to pay amounts due to UFC Gym under this Agreement, and I will remain liable for such amounts until they are paid in full.

(d) Compliance with Designated Account Agreement. By signing below, I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to use the Designated Account listed in this Agreement for the purchase of goods and services from UFC Gym. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge in full does not release me from any liability for obligations owing to UFC Gym. I agree to comply with the Bank Agreement at all times that this authorization is in effect.

(e) Payment Resolution. By signing below, I agree to contact ClubReady, LLC about any matter of chargeback or stop payment that may pertain to this Agreement in order to attempt to resolve the matter. I also agree to call ClubReady, LLC to update my Designated Account information as soon as there is a change; I agree it is my responsibility to do this. I understand that I can reach ClubReady at (800) 405-4818, Ext. 2 if I have any questions about my account payments.

(f) Default, Late Payment, Insufficient Funds. By signing below, I acknowledge that should I default on any payment obligation called for in this Agreement, the entire remaining balance shall be deemed due and payable upon demand, and I agree to pay allowable interest, and all collection costs, including but not limited to, collection agency fees, merchant services fees, court costs and attorneys'

fees. Should any payment become more than 10 days past due, I will be charged a late fee of \$10, which I acknowledge is reasonable. Should any of my payments be returned for insufficient funds, I will be charged a returned item fee of \$10 to cover administrative expenses and other expenses related to obtaining my payment. These fees are subject to change. Past due accounts are subject to Credit Bureau Reporting and collection attempts by postal mail, telephone and email.

I acknowledge and consent to all of terms described in this Section 5, including my express authorization to process all payments due under this Agreement.

Buyer's Acceptance: (electronic signature) Erica DeVose

Signature (initially skipped) _____ Date _____

Date Signed and Accepted 01/14/2016

Payor's Acceptance: (electronic signature) Erica DeVose

Skipped

Date Signed and Accepted 01/14/2016

Witness Signature: (electronic signature) Mal Nanayakkara

Signature (initially skipped) _____ Date _____

Date Signed and Accepted 01/14/2016

SECTION 6: RESCISSION; CANCELLATION; TERMINATION; REFUNDS

6.1 RESCISSION RIGHTS. You, the Buyer, may rescind (cancel) this agreement at any time prior to midnight of the third (3rd) business day after the date this agreement is signed. To rescind (cancel) this agreement, mail or deliver a signed and dated notice which states that you are rescinding (cancelling) this agreement, or words to similar effect. The notice shall be sent to: UFC Gym Lansdale423 South Broad Street, Lansdale, PA 19446.

6.2 CANCELLATION RIGHTS. After expiration of the 3-day rescission period, you may cancel this agreement only if you qualify as follows:

(a) You Are Disabled or You Die. You or your estate may cancel this contract if you die or become permanently disabled. A permanent disability means a condition which precludes you from using one-third or more of the facilities for six months or more and the condition is verified by a physician. Upon receipt of notice of cancellation under this paragraph, UFC Gym shall refund you all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fees, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term, less a fee of \$100, or, if more than half the life of the contract has expired, less a fee of \$50. In the case of permanent disability, UFC Gym reserves the right to require that you submit to a physical examination by a physician agreeable to you and the health club. UFC Gym will bear the cost of the examination. If your disability is non-permanent, meaning you are precluded from using one-third or more of the facilities for six months or less, and the condition is verified by a physician, then UFC Gym shall permit you to extend your membership term at no additional cost for a period of time equal to the duration of the non-permanent disability.

(b) You Move. You may cancel the contract if you move more than 25 additional miles from the health club and UFC Gym is unable to your Agreement to a comparable facility located within five (5) miles of your new residence. Upon receipt of notice of cancellation under this paragraph, UFC Gym shall refund you all moneys paid in excess of an amount computed as of the date of relocation by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contact term, less a predetermined fee of \$100, or, if more than half the life of the contract has expired, a predetermined fee of \$50.

(c) The Original UFC Gym Where You Signed Up For Services Ceases Operations. You may cancel the contract if the health club facility

closes for more than 30 days and UFC Gym fails to provide a comparable facility within ten (10) miles of the location designated in this Agreement. Upon receipt of notice of cancellation under this paragraph, UFC Gym shall refund you all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fees, by the number of weeks in the contract term and multiplying the result by the number of weeks elapsed in the contract term.

6.3 TERMINATION OF PREPAID MEMBERSHIP. If you do not qualify for rescission or cancellation under Sections 6.1 or 6.2 above, then you may not terminate your prepaid membership prior to the end of the Initial Term. Unless you chose to automatically renew your prepaid membership for a Renewal Term, your prepaid membership will automatically terminate on the last day of your Initial Term. To avoid a lapse in service or membership rights, please speak with a UFC Gym sales representative prior to the expiration of your Initial Term to discuss a continuation of services. During the Renewal Term, if you chose to prepay for your Renewal Term, unless you qualify for cancellation under Section 6.2 above, then you may not terminate your prepaid membership prior to the end of the Renewal Term. During the Renewal Term, if you chose to pay for your Renewal Term on a month-to-month draft basis, then you may cancel your Agreement during the Renewal Term at any time with a 30-day advance written notice.

6.4 REFUNDS. Prepaid members who properly rescind or cancel under Sections 6.1 or 6.2 above will be issued a refund for any prepaid sums, less the value of any services received (including the processing fee). You must notify UFC Gym in writing, by certified mail, return receipt requested, or by personal delivery to the address provided below. All refunds shall be paid within 40 days of receipt of the notice of cancellation. If you have executed a credit, lien or automatic funds transfer agreement with UFC Gym to pay for services, any negotiable instrument or credit or lien agreement executed by you shall be returned and any automatic transfer shall be cancelled within 40 days after cancellation.

6.5 NOTICE. All notices sent pursuant to this Agreement shall be sent via certified mail, or delivered, to UFC Gym Lansdale 423 South Broad Street, Lansdale, PA 19446.

SECTION 7: USE OF UFC GYM'S FACILITIES

7.1 Rules, Regulations and Schedules. All UFC Gym members and their guests must abide by the rules, regulations and schedules of UFC Gym, which may be posted at the facility or issued orally, and which may be amended from time to time at UFC Gym's sole discretion. Upon joining, you must pay the appropriate initial charges. In UFC Gym's sole discretion, your membership may be revoked or suspended at any time if, in the judgment of UFC Gym, (i) you, or your guests, consistently fail to observe the Rules and Regulations; (ii) you have otherwise behaved in a manner contrary to the best interests of UFC Gym or any of UFC Gym's members or employees; (iii) you have instituted any type of legal action against UFC Gym, including but not limited to civil actions, arbitrations and/or mediations; and/or (iv) UFC Gym has instituted any type of legal action including, but not limited to civil actions, arbitrations and/or mediations against you.

7.2 Limitations on Availability. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment or that you may not always be able to attend a preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come-first-served basis.

7.3 Freeze Policy. (i) *Medical.* If you are temporarily unable to use the UFC Gym facilities for medical reasons, you may request a freeze of your membership in monthly increments for a minimum of one (1) month to a maximum of six (6) months per year. You are required to provide a written doctor's note at the time of requesting a freeze, and must complete our Membership Freeze Form and return it to the general manager of the UFC Gym facility. UFC Gym reserves the right to verify the note with the doctor and you agree to waive any Doctor/Patient privilege, and execute any releases required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (ii) *Non-medical.* If you desire to freeze your account for a non-medical reason, you must complete our Membership Freeze Form and return it to the general manager of the UFC Gym facility. You acknowledge and understand that freezing your membership will extend the term of the Agreement and that you will still be obligated to pay your monthly dues as per your original Agreement until the minimum term has expired. A fee of \$15 per month will be assessed for freezing a membership. UFC Gym reserves the right to adjust this freeze policy from time to time at its sole discretion. All requests must be received at least fourteen (14) days prior to your next billing date period. Retroactive freezes will not be accepted.

7.4 Level of Access. "ALL GYM ELITE" memberships allow access to all UFC Gym locations, except Manhattan, NY locations and SIGNATURE UFC GYM CLUB locations. "ALL GYM SIGNATURE" memberships allow access to those locations with one or more of the following: larger than 20,000 square feet, day care, wet areas such as pools, steam and/or sauna, or 24 hour operations. "ONE GYM

ACCESS" memberships allow access to only one designated UFC Gym location (the gym location listed in Section 1). From time to time, other membership plans may be offered; please ask UFC Gym management for details.

7.5 Guest Use. Your guests are permitted to use UFC Gym facilities, but only pursuant to such rules, regulations, fees, and schedules for guest use as then may be in effect. UFC Gym reserves the right to limit the number of times any one guest can use a UFC Gym facility and reserves the right to exclude any of your guests whose use of the facility, in the sole opinion of UFC Gym, would be detrimental to UFC Gym or any of its members or employees. All guests must complete a Guest Registration Form at the front desk with valid identification.

7.6 Children's Use. At UFC Gym's election, children under eighteen (18) years of age may be permitted in UFC gym facilities. All such children must be accompanied by the children's parent or guardian at all times within a UFC Gym facility unless such children are members and are participating in a supervised activity. UFC Gym reserves the right to discontinue use by any child who is unsupervised, or whose behavior is offensive or disruptive. The age of majority for purposes of this provision shall be nineteen (19) years of age in Alabama and twenty-one (21) years of age in Mississippi; for all other states, the age of majority shall be eighteen (18) years of age.

7.7 Member's Indemnity. You assume full responsibility for any person who becomes a member under this Agreement and shall indemnify UFC Gym, its affiliates, agents and employees against any and all liability incurred by such member during his or her use of any and all UFC Gym facilities.

SECTION 8: MEMBER RISK

8.1 Member's Health Warranty. You represent that you are in good health and have no disability, impairment, injury, disease, or ailment, preventing you from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. You assume full responsibility for your use of the UFC Gym facility and shall indemnify UFC Gym, its affiliates, agents and employees, against any and all damages arising out of your use of the facilities, except as otherwise set forth in this Agreement. It is recommended that you get a physical exam by your physician prior to commencing any exercise program, especially if you are considered "at risk," which group includes, but is not necessarily limited to, the elderly or pregnant women, or members unaccustomed to physical exertion, or those who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses, or if you have a history of heart disease.

8.2 Warning. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids. You agree not to buy, sell or use steroids, or any other illegal substance, at any UFC Gym facility.

8.3 Medical Disclaimer. You have been informed and acknowledge that UFC Gym has made no claims as to medical results that can or may be obtained through use of any UFC Gym facility. UFC Gym has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any UFC Gym employee, unless such advice has been verified by your licensed professional physician. Further, you acknowledge that UFC Gyms makes no claims regarding nutritional counseling supplements. You represent that there is no medical or physical condition that would preclude the use of UFC Gym's facilities, and you further represent that you have not been instructed by any physician not to use UFC Gym's facility, or any similar facility.

8.4 Orientation. You are strongly encouraged to take advantage of the complimentary initial orientation, fitness assessment and ongoing support available to ensure the proper and safe use of all equipment, exercise classes and private training.

8.5 Loss of Property. You and your guests are encouraged not to bring valuables onto the premises of a UFC Gym facility. UFC Gym shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left in lockers or storage compartments by you or your guests.

SECTION 9: GENERAL PROVISIONS

9.1 Proof of Membership. You will receive one membership card (the "Membership Card") from UFC Gym and must present it to the

reception desk personnel each time you enter a UFC Gym facility. Lost membership cards will be replaced for a fee of \$15, which may be adjusted from time to time. The card must be replaced if lost. You are required to notify UFC Gym immediately of the loss of your Membership Card, and the Membership Card must be replaced by you. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate revocation of your membership. If you wish to use UFC Gym's facilities without your Membership Card, you will be required to provide proof of identity (e.g., valid driver's license).

9.2 Change in Membership/Billing Information. You must promptly notify UFC Gym in writing of any changes in your (whether as Member or Payor) billing information, address or telephone number. You must maintain a valid credit card or checking account information with UFC Gyms and you shall notify UFC Gym whenever there is a change in such information, such as a change in the card number or the expiration date, and you permit UFC Gym to obtain such updated information through payment card networks, card issuers or other third parties. Notwithstanding anything else contained herein, all communications from UFC Gym to you shall be presumed to have been received by you within five (5) days after mailing to your address on file with UFC Gym at the time of the mailing, or within 24 hours of UFC Gym e-mailing you to your e-mail address on file.

9.3 Pets and Bicycles. Pets (not including service dogs) and bicycles are not permitted in or around a UFC Gym facility.

9.4 Dress Code. Proper athletic attire is required, including a shirt at all times, while inside any UFC Gym facility. UFC Gym reserves the right to make the final determination in its sole discretion with regards to appropriate attire.

9.5 Spotting. UFC Gym recommends that all of its members and guests request spotting by another member or UFC Gym trainer when using any free-weights.

9.6 Smoking. Smoking (including e-cigarettes and vapor pens) is prohibited at all times in all UFC Gym facilities.

9.7 Day Lockers. Lockers may be provided solely for the benefit and convenience of UFC Gym members. UFC Gym will remove any articles left in a locker overnight. You must provide your own lock and should not leave any valuables in the locker.

9.8 Permanent Locker Rentals. Permanent lockers may be rented annually pursuant to additional terms and conditions set forth in a separate special services contract.

9.9 Description of Services and Hours of Access. Your membership with UFC Gym shall include access to the facility or facilities to which you purchased. UFC Gym intends to make available to all of its members and guests during its designated hours and days of operation the following equipment and services: cardiovascular, strength and conditioning equipment, heavy punching bags and related striking apparatus, and, depending on the location, a boxing ring and/or a mixed-martial arts cage. UFC Gym provides group exercise classes and private training in addition to individual member use of the equipment. Some group exercise classes and optional services may require an additional charge. This Agreement entitles you to access these facilities and services during the hours posted in the applicable facility. UFC Gym reserves the right to revise its list of available equipment and services at any time for any reason. Please see the UFC Gym facility general manager for a schedule of classes and hours of access to the facility.

9.10 Group Exercise Policies. UFC Gym locations may provide group exercise classes and each class is limited to a set number of participants. You should not enter a class late or leave a class early without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If you are just starting a group fitness program or have an injury, are pregnant or have any problem that may prevent full participation, please discuss this with the group fitness instructor at least five (5) minutes before the scheduled class. Proper clothing and footwear must be worn in all group fitness classes. UFC Gym reserves the right to change the group fitness schedule at any time, including the addition or the deletion of classes, as well as changes in instructors, class times and length of classes. UFC Gym reserves the right to change group fitness policies when necessary and to require advanced reservations for heavily-attended classes. Where applicable, reservations may be released within five (5) minutes prior to the scheduled class time and you may enter on a walk-in basis provided there are openings in the class. Your attendance at a class shall follow any rules promulgated by such class instructors or facility management.

9.11 Private Coaching. Any and all private coaching provided by UFC Gym shall be subject to the terms of this Agreement, as well as any additional terms and conditions set forth in a separate private training contract entered into by you and UFC Gym. Use of private coaches or personal trainers not approved and employed by UFC Gym is prohibited at all UFC Gym facilities. You may not train other members or guests, conduct business activity or solicit any business at any UFC Gym facility. Any violation of this policy may result in

legal action as well as forfeiture of any remuneration received by you or guest for such services.

9.12 Change in Facilities and Operating Hours. As a result of repair, maintenance or special occasions, UFC Gym may be required to restrict the use or temporarily close one or more UFC Gym facilities, or halt a UFC Gym activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. UFC Gym's hours of operation may be modified from time to time without prior notice to you. UFC Gym reserves the right to change the facility from time to time, to eliminate or add facilities and services, and to change the type or quantity of equipment and services.

9.13 Special Events. UFC Gym may from time to time reserve the use of its facilities for special events, competitions and private functions.

9.14 Consent to Image Use. You understand and acknowledge that while on UFC Gym premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the UFC Gym website and/or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

9.15 Interruption of Service. In case of a long-term interruption of service (e.g., fire), UFC Gym reserves the right to: (i) freeze memberships and add the lost time once services resume; or (ii) transfer the membership to another similar conveniently-located UFC Gym facility. In the event that an act of God (hurricane, earthquake, national emergency, etc.), causes more than a temporary closing of UFC Gym facility, your obligations under this Agreement will be suspended until such time as use of the facility can be resumed and you may choose to suspend your membership, transfer it to another UFC Gym, or receive a refund of the unused portion of the membership term.

9.16 Independent Contractors. From time to time, UFC Gym may make the services of independent contractors available to members or members' guests. UFC Gym does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to member or members' guests for any period of time.

9.17 Temporary Unavailability of UFC Gym Facility. It is anticipated that a portion of a UFC Gym facility, or an entire facility may be temporarily unavailable from time to time, while repairs or renovations take place. Management will make every effort to minimize any disruption to you during these periods and, if possible, to schedule any work during off-hours. UFC Gym may be closed for certain holidays. UFC Gym may offer you the use of other conveniently-located UFC Gym facilities during periods of unavailability.

9.18 Minimum Age Requirement. The minimum age for UFC Gym membership is eighteen (18) years, unless permission by a parent or guardian is expressly given in writing and it is approved by UFC Gym at UFC Gym's sole discretion.

9.19 Dispute Resolution/Arbitration. At the election of either you or UFC Gym, including UFC Gym's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, "UFC Gym"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or UFC Gym against the other, arising from or relating in any way to (i) this Agreement, (ii) your UFC Gym membership or use of UFC Gym facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules may be obtained from the AAA website at www.adr.org or by contacting UFC Gym. The above notwithstanding, any Claim that relates to allegations of your personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law. Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims. **ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.** Alternatively, you and UFC Gym may pursue a Claim within the jurisdiction of any appropriate Small Claims Court, or the equivalent court in your home jurisdiction (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other

representative or collective action. You and UFC Gym also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state where you reside and, as applicable, federal law. Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where you live. UFC Gym will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against UFC Gym, UFC Gym will reimburse you for any fees paid to the AAA in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask UFC Gym to do so in your stead, UFC Gym will consider and respond to your request. This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your UFC Gym membership, including your payment in full, and your filing of bankruptcy.

9.20 Consent to Contact. This Agreement shall constitute your express written consent for UFC Gym, or any third-party vendor affiliated with UFC Gym, to contact you by telephone, email or SMS regarding any matter related to your account, including but not limited to, collection of any amounts past due.

9.21 Entire Agreement. This Agreement, and all rules and regulations of UFC Gym, as revised from time to time, constitute the entire and exclusive agreement between you and UFC Gym, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase. UFC Gym can void this Agreement if it is not completed by a UFC Gym employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by you (whether as Member or Payor). You acknowledge and understand that UFC Gym employees at UFC Gym facilities are not authorized to make any written or verbal changes, additions or modifications to this Agreement.

9.22 Governing Law. This Agreement shall be interpreted under the laws of the State in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the State in which you execute this Agreement.

9.23 Limitation of Liability. Unless controlling legal authority requires otherwise, any award by a court or arbitrator is limited to actual compensatory damages. Specifically, neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

Buyer's Acceptance: (electronic signature) Erica DeVose

Signature (initially skipped) _____ Date _____

Date Signed and Accepted 01/14/2016