

9ROUND FITNESS 9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624 (916) 226-5322 <i>The Federal Equal Credit Opportunity Act prohibits  creditors from discriminating against credit applicants  on the basis of sex or marital status. The agency that  administers compliance with the law is the Federal  Trade Commission, Equal Credit Opportunity,  Washington, D.C. 20580.</i>	<b>DATE: May 19, 2024</b> <b>PREPAID MEMBERSHIP AGREEMENT</b> <b>(CALIFORNIA)</b>
---	---

## PARTIES TO THE AGREEMENT

**CLUB INFORMATION:** Alter-Native Fitness LLC d/b/a 9ROUND ("9ROUND," "Company," "we," "our" or "us"), and its successors and assigns

**CLUB OF ENROLLMENT:** 9Round Elk Grove, CA - Elk Grove Blvd 9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624 elkgroveblvdelkgrovec@9round.com (Use for cancellation notices)

## MEMBER INFORMATION:

Member Name: ("Member," "you" or "your") Email:

Address:

Birth Date: Gender:

Home #: Cell #: Work #:

**BUYER INFORMATION:** (if different from Member; the Buyer is the person paying for services) ("Buyer")

## SUMMARY OF TERMS AND ACCOUNT CHARGES

### PREPAID MEMBERSHIP BASICS

- As a prepaid member, you are choosing to pay for your entire membership up front and in full, subject to the terms of this Agreement.
- Your prepaid membership will run for a fixed Prepaid Term, beginning May 19, 2024 and ending May 26, 2024.
- With limited exception (as described herein), you may not cancel your membership during the Prepaid Term.
- At the end of your Prepaid Term, unless you have taken steps to renew, your prepaid membership will automatically expire.
- Please speak to a sales manager about renewing your membership prior to the expiration of your Prepaid Term to avoid a lapse in service.

### TERMS OF YOUR PREPAID MEMBERSHIP PROMISE TO PAY SCHEDULE

<b>Membership to begin</b>	<b>May 19, 2024</b>
<b>Membership to end</b>	May 26, 2024
<b>Prepaid Term (in months)</b>	0.2
<b>Total Down (including taxes)</b>	\$19
<b>Promise to Pay Amount</b>	\$As Detailed Above
<b>Enrollment Fee</b>	\$0
<b>Sales Tax Rate</b>	0
<b>TOTAL DUE NOW</b>	\$19

**OTHER CHARGES/FEES\*** (other charges/fees may apply)

**Membership Key FOB**                      **First FOB: Free**  
**Replacement FOBs: \$5**  
**each**

**Late Charge**                                \$20 per late payment

**Returned Item Fee**  
**(e.g., bounced check; payment returned for insufficient funds)**    \$25 per returned item

The initial term of your Agreement is 0.2 month(s).

**Buyer's Acceptance:** (electronic signature) 3.135.198.7 **Date Signed and Accepted** May 19, 2024

**AUTHORIZATION FOR PREAUTHORIZED PAYMENTS (All references to "I" or "me" in this section shall refer to you)**

By signing below, I am authorizing ClubReady, LLC ("ClubReady"), a third-party billing company located at 333 Ozark Trail Dr., Ste. 50, St. Louis, MO 63011, to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) ClubReady may transfer funds from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth in the Promise to Pay Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my club's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

**Buyer's Acceptance:** (electronic signature) 3.135.198.7 **Date Signed and Accepted** May 19, 2024

**BUYER'S RIGHTS IN CALIFORNIA**

**RESCISSION.** You, the Buyer, may cancel this Agreement at any time prior to midnight of the fifth (5<sup>th</sup>) business day after the date of this agreement, excluding Sundays and holidays. To cancel this Agreement, mail, email or deliver a signed and dated notice that states that you, the buyer, are cancelling this Agreement, or words to similar effect. The notice shall be sent via first-class mail to the address at the top of this form, via email to [elkgroveblvdelkgroveca@9round.com](mailto:elkgroveblvdelkgroveca@9round.com) from an email address on file with the health studio, or delivered in person to: 9Round Elk Grove, CA - Elk Grove Blvd9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624. Additionally, if you pay any money under a contract for health studio services for a health studio facility that has not yet opened for business, you have the right to cancel the contract and receive a full refund at any time prior to midnight of the fifth business day after the date the health studio opens for business.

**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.

**PERFORMANCE.** 9ROUND's performance of the agreed-upon services shall begin within 6 months after the date this Agreement is entered into.

**MAXIMUM TERM.** Under no circumstances shall the term of this Agreement exceed three years.

**MAXIMUM PAYMENTS.** Under no circumstances shall the total payments under this Agreement be in excess

of \$4,400, inclusive of any initiation or membership fees and exclusive of interest or finance charges.

## **CANCELLATION TERMS**

**CANCELLATION RIGHTS.** After expiration of the 5-day rescission period, you may cancel this Agreement only if you qualify as follows:

**(a) Your Agreement exceeds a certain amount.**

(i) If this Agreement requires that you make payment between \$1,500 and \$2,000, then you have 20 days from the date you sign the Agreement to cancel and seek a refund for your unused prepaid services.

(ii) If this Agreement requires that you make payments between \$2,001 and \$2,500, then you have 30 days from the date you sign the agreement to cancel and seek a refund for your unused prepaid services.

(iii) If this Agreement requires that you make payments for \$2,501 or more, then you have 45 days from the date you sign the Agreement to cancel and seek a refund for your unused prepaid services.

(iv) If this Agreement requires that you make payment between \$0 and \$1,499, then subsections (i), (ii) and (iii) above shall not apply, and cancellation of this Agreement shall only be permitted as described herein.

**(b) You are disabled or you die.** If, by reason of death or disability, you are unable to receive all services for which you have contracted, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to death or the onset of disability; if you have prepaid any sum for services, so much of such sum as is allocable to services you have not taken shall be promptly refunded to you or your representative. A "disability" means a condition which precludes you from physically using the facilities, and your disability must be verified by a physician. 9ROUND shall retain the value for services already provided prior to your death or the onset of disability.

**(c) You move.** If you move more than 25 miles from your original club of enrollment, and 9ROUND is unable to transfer your membership to a comparable studio within 25 miles of your new residence, then you shall be relieved from the obligation of making payment for services other than those received prior to the move, and if you prepaid any sum for health studio services, so much of such sum as is allocable to services have not taken shall be promptly refunded. 9ROUND may charge a one-time "move fee" of \$100; or, if more than half the life of the membership has expired, a "move fee" not to exceed \$50.

**(d) The original 9ROUND where you signed up for services closes or relocates.** If the 9ROUND where you have a membership closes and 9ROUND cannot offer you services at an alternate 9ROUND studio located within 25 miles from your original location, or if the 9ROUND where you originally had a membership relocates more than 25 miles from its original location, then you may cancel this Agreement, without penalty, and receive a pro rata refund, where applicable, for any prepaid sums.

**(e) 9ROUND eliminates or substantially reduces the scope of its facilities.** If the 9ROUND studio where you have a membership eliminates or substantially reduces the scope of its facilities (such as swimming pools or tennis courts) that are described in this Agreement, in an advertisement relating to this specific location, or in a written offer, then you may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. You may not cancel under this provision if 9ROUND temporarily takes facilities out of operation for reasonable repairs, modifications, substitutions, or improvements. You do not have a right to cancel under this provision because of changes to the type or quantity of classes or equipment offered by 9ROUND, which changes are expressly permitted.

**TERMINATION OF PREPAID MEMBERSHIP.** If you do not qualify for rescission or cancellation as described above, then you may not terminate your prepaid membership prior to the end of your Prepaid Term. Once your Prepaid Term ends, your prepaid membership will expire automatically. To avoid a lapse in your ability to use 9ROUND's facilities or services, please speak to a 9ROUND sales manager at least 30 days prior to the end of your Prepaid Term.

**REFUNDS.** Any refund due, if any, will be paid to you within the time period prescribed by state law.

**NOTICE.** All notices under this Agreement must be in writing and delivered via first-class mail or in person to 9Round Elk Grove, CA - Elk Grove Blvd 9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624, or via email to [elkgroveblvdelkgroveca@9round.com](mailto:elkgroveblvdelkgroveca@9round.com) from an email address on file with the health studio.

## **RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY**

USING THIS FACILITY OWNED BY Alter-Native Fitness LLC D/B/A 9ROUND, OR ANY OTHER 9ROUND FACILITY, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), 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 9ROUND, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE Alter-Native Fitness LLC, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, 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 9ROUND, INCLUDING ANY INJURY RELATING TO THE ORDINARY NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUND FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 9ROUND 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 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS.

**YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT 9ROUND.**

#### **DISPUTE RESOLUTION (U.S.)**

**Mediation, Arbitration, and Waiver of Jury Trial.** You and 9Round agree that any dispute with 9Round (including its officers, directors, employees, and agents, as well as its franchisor), other than a claim for personal injury, or a claim brought in small claims court, will be resolved exclusively as follows:

- First, through informal discussions with 9Round;
- If those discussions are unsuccessful, by non-binding mediation;
- If that mediation is unsuccessful, by binding arbitration.
- You understand and agree that you are waiving your right to a jury trial.
- The arbitration will take place before a single arbitrator in a location at or near your club of enrollment, and under the then-current and applicable American Arbitration Association ("AAA") rules ([adr.org/Rules](https://adr.org/Rules)).
- Arbitration costs will be borne by 9Round in an amount as fairly determined by the arbitrator.

**Class and Representative Action Waiver.** You and 9Round further agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You also agree not to participate in claims brought in a private attorney general ("PAGA") or representative capacity, or consolidated claims involving another person's account if 9Round is a party to that proceeding.

**Opt-Out.** If you do not wish to be bound by these dispute resolution provisions, you may opt out by delivering a written notice via mail or in person to 9Round at 9Round Elk Grove, CA - Elk Grove Blvd 9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624, or via email to [elkgroveblvd@9round.com](mailto:elkgroveblvd@9round.com) within 30 days after the day you sign this agreement.

**Severability.** If any provisions of this dispute resolution section are deemed unenforceable, those

provisions shall be considered omitted and the remaining portions of this dispute resolution section shall remain valid and enforceable.

## **GENERAL PROVISIONS**

**MEDICAL CONDITIONS. BEFORE USING 9ROUND'S SERVICEs OR FACILITIES,** 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 9ROUND facility and shall indemnify 9ROUND, its affiliates, agents and employees, against any and all damages arising out of your use of the facilities.

**PROOF OF MEMBERSHIP.** You will receive one membership key fob (the "Membership Fob") from 9ROUND and must present it to the reception desk personnel each time you enter a 9ROUND facility. Lost Membership Fobs will be replaced for a fee of \$5, which may be adjusted from time to time. The Membership Fob must be replaced if lost. Membership privileges are limited to the person in whose name the Membership Fob is issued. Improper use of the membership will result in confiscation of the Membership Fob and can result in immediate revocation of your membership. If you wish to use 9ROUND's facilities without your Membership Fob, you will be required to provide proof of identity (e.g., valid driver's license).

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to a 9ROUND manager at 9Round Elk Grove, CA - Elk Grove Blvd 9320 Elk Grove Blvd. Suite 165 Elk Grove, California 95624, or call (916) 226-5322.

**NO HEALTH WARRANTIES.** 9ROUND makes no claims as to medical results that can or may be obtained through use of any 9ROUND facility. 9ROUND 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 9ROUND employee, unless such advice has been verified by your licensed professional physician.

**CHANGE IN MEMBERSHIP OR BILLING INFORMATION.** You must promptly notify 9ROUND in writing of any changes in your billing information, address or telephone number. You expressly permit 9ROUND, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

**DRESS CODE.** Proper athletic attire and footwear is required. 9ROUND reserves the right to make the final determination in its sole discretion with regard to appropriate attire and footwear.

**SMOKING.** Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times in all 9ROUND facilities.

**LOSS OF PROPERTY.** You and guests are encouraged not to bring valuables onto the premises of a 9ROUND facility. 9ROUND 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 by you or your guests.

**HAND-WRAPS/GLOVES.** Loaner gloves will be provided free of charge for your trial period only. Once you become a member, you are required to use 9ROUND-branded hand-wraps and gloves. For safety and sanitary reasons, no member will be allowed to work out without the required 9ROUND hand-wraps and gloves.

**DESCRIPTION OF SERVICES; HOURS OF ACCESS.** This Agreement entitles you to access the 9ROUND facilities and services during normal business hours, which will be posted at each 9ROUND location or which may be found online at [www.9Round.com](http://www.9Round.com) by searching for this location under "Find a Gym" or a comparable menu for locating 9ROUND locations. 9ROUND reserves the right to revise its list of available equipment and services at any time for any reason; 9ROUND equipment may include light weights, kettle bells, jump ropes, punching bags and medicine balls. A 9ROUND workout involves a member transitioning between nine different exercise stations in a circuit-type format. Each station exercise lasts three minutes, followed by a 30-second transition and rest period. A bell will sound each time a member should transition to the next exercise station. Specific exercises and/or equipment at each circuit station are subject to change. 9ROUND does not offer individual or group "training classes," although a 9ROUND trainer (employee) will be present at all times during normal business hours to offer encouragement and instruction when necessary. All 9ROUND workouts are subject to exercise station availability. Members should participate in only one 9ROUND circuit per visit.

**MINIMUM AGE REQUIREMENT.** The minimum age for 9ROUND membership is ten (10) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges. Minors under the age of fifteen (15) must have a parent or legal guardian present at all times during the 9ROUND workout.

**IMAGE USE.** You understand that while on 9ROUND premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the 9ROUND website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

**NON-DISCRIMINATION.** 9ROUND represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

**MEMBERSHIP TERMINATION.** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

**ENTIRE AGREEMENT.** Verbal agreements with a 9ROUND employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 9ROUND, as revised from time to time, constitute the entire and exclusive agreement between you and 9ROUND, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of the State in which you execute this Agreement.

**LIMITED LIABILITY.** Unless prohibited by state law, any award by a court or arbitrator is limited to actual compensatory damages. 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.

**CONSENT TO CONTACT.** By signing below, you are giving 9ROUND and its authorized vendors express written consent to contact you at the wireless number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You acknowledge that calls or text messages sent to your mobile phone device may be generated using an autodialing system, and that standard text rates apply. Your consent is not a condition of purchase. You may revoke your consent at any time.

## **SECTION 1542 WAIVER**

This Agreement has been executed by me with the express intention of effecting the legal consequences provided by Section 1541 of the California Civil Code, and any other federal, state or local laws of similar effect. I intend to relinquish all claims against the Releasees, whether or not known and expressly waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code (or any federal, state or local laws of similar effect), which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which, if known by him or her, must have materially affected his or her settlement with the debtor."

## **I AGREE TO ALL TERMS OF THIS MEMBERSHIP AGREEMENT**

**Buyer's Acceptance:** (electronic signature) 3.135.198.7 **Date Signed and Accepted** May 19, 2024