

# 2041 E. Highland Avenue • San Bernardino, CA 92404 • Tel: (909) 863-0718 www.planetfitness.com

			www. <sub> </sub> MEMBER	SHIP AG						
DATE TBD Club # 9445 ME				EMBERSHIP#			EXPIRATION			
			T-shirt Size:							
Marilia a A alaba a 1441 North Wall Avenue				C:L . San Bernardino			Otata CA 7::- 92			
HomePhone 909-252-2357 Email Address michaeledenfield05@gmail.			2-2357	WorkPhone/Cell						
Fms	ail Address	michaeledenfie	ld05@gmail.com		0110/0011					
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Mem	bership Fees: \$\frac{\$10.00}{START-U}\$	P FIRST	\$4.60 MONTH PRORATE	ANNUAL FEE	PRORATE P	PREPAY (TERM)		_		
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	By initialing below and signing this is chise LLC), its assigns, affiliates an transfers from the Primary Payment the Annual Membership Fee on or a ship Fee, Annual Membership Fee, above may be used by Planet Fitne or other obligation mentioned above ing service charges), or any portion under this agreement. I understand authorized under the terms of the a my financial institution's requirement prevails.	agreement, I authorid other parties authomatic Account designated around the date indice service fees for uncess to bill for any retail, I further understar thereof. I agree that that the amounts depplicable agreements at all times while	ze San Bernadino Fitness LLC, dorized by Planet Fitness including, I above for the purpose of billing all ated above until all of my obligation ellectable monthly dues, applicable it transactions and/or online purchad that Planet Fitness may re-subm t transfers of portions of an overdubited from my account may vary est with my financial institution to use this authorization is in effect.	/b/a Planet Fitness® but not limited to, Pla or a portion of the rens are paid under thi taxes, charges and ses initiated by me. it the fee to the Prime e balance are autho ach month based on the accounts design	o ("Planet Fitness" "us" or a-Fit Franchise, LLC, its pourring Monthly Members s agreement. I understan any other unpaid fees or if at any time Planet Firther ary Payment Account and rized. This authorization additional amounts owed lated above for the purch (Member Initials)	"we") (an independently parents, subsidiaries and ship Fee I owe to Planet d that my obligation und dues. I also understand sss is unable to success d/or bill the Alternative P will remain in full force a to us in accordance wit ase of goods and service	owned and operated frai a affiliates (collectively, "P Fitness on or around the er this agreement include that the Alternative Paym iully bill the Primary Paym ayment Account for any find effect until all of my ob the terms of this agreen es from Planet Fitness ar	nchisee of P F Corporate 17th of each s the Month ent Account ent Account ee or obligat ligations are nent. I confir d agree to o	la-Fit Fran- ") to initiate month and ly Member- designated for any fee ion (includ- paid in full m that I am comply with	
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use of Planet to my service holder death, anyone and ac liable 1 I under assum ning, repolicies time ar member 1	stand and expressly agree that my u the facilities and can range from min Fitness and such use by my gues use or my guest's use of the facil ses, equipment and/or programs of s, employees, managers, member economic loss or any damage to e acting on their behalf, whether re dall claims, demands, injuries, dair behalf, and hereby agree to defeknowledge that neither Planet Fitr for defective equipment or product istand I am not obligated to sign this uption of risk and agreement to include the same of the massage beds/chairs and other eq and club rules that may be commund from time to time without advance ership policy or club rule. By signing I	or injuries to major in tas, if applicable, I utities including, wit fered to members. s, agents and indeme, my spouse or elated to exercise of mages, actions or end, indemnify and less nor PF Corports.  agreement and shoulemnify, defend and upment, as well as incated to me from tin notice. Planet Fitne pelow, I acknowledge	njuries, including death. In conside inderstand and voluntarily accephout limitation, exercise equipm I further agree that Planet Fitnes pendent contractors of such endomestic partner, guests, unborr not. Accordingly, to the fullest causes of action related to my us hold harmless Planet Fitness are the manufactures fitness or othe add not do so if there are any unfilled thold harmless and I have been my participation in exercise prome to time, whether in writing, elect are and agree to all of the terms contractions.	eration of my partic tot full responsibility tent, tanning, mass ss, PF Corporate, titties will not be lie n child, heirs, or reextent permitted by e or my guest's used PF Corporate from equipment or produced by the corporate from the corporate of the corporate from the corporate from the corporate of t	cipation in the activities room wheeling and on my behalf and on my age beds/chairs, and pheir respective affiliated bible for any injury includatives resulting from the raw, I do hereby foreve of the facility (collective my and against any sudducts available in its fained my right of cancellation mity to review and ask or rvices and/or programs ib signage or verbally. Plae pro-rated cost of unused back of this agreement.	and use of the faciliting y guest's behalf for the participation in PE@P! discompanies, parents, ding, without limitation to ne negligent conduct or release, waive and drely, "Claims") against the Claims, including Cillities and therefore Pin and the billing and refiquestions related to morfered to members. In the properties of the pr	as, exercise equipment are risk of injury or loss in the risk of injury or loss in the series of subsidiaries and the of n, personal, bodily, or romission of Planet Fischarge Planet Fitness, PF Corplaims made by my gues lanet Fitness and PF Count policies. I understant y use of the facilities, evagree to comply with Plaole discretion, modify any te my membership immed	and service arrising out organs or ficers, directed injurtances, PF C and PF Co orate, or arts. I further ryporate will d my releas vercise equine Fitness' policy or cluiately for vicinity of the provided in the provided i	s offered by of or related use of other ctors, share-ty, disability, corporate, or reporate from yone acting understand I not be held e of liability, ipment, tanmembership ub rule at any	
ın	e Total Term of	Your Me	empersnip is _	12 N	riontns. [C	ai. Civ. Co	ode § 1812.	.ŏ4].		

NOTICE TO BUYER: DO NOT SIGN THIS CONTRACT UNTIL YOU HAVE READ ALL OF IT AND IT IS COMPLETELY FILLED OUT. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OF THE HEALTH STUDIO AFTER THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL THIS AGREEMENT, MAIL OR DELIVER A SIGNED AND DATED NOTICE, OR SEND A TELEGRAM WHICH STATES THAT YOU, THE BUYER, ARE CANCELING THIS AGREEMENT, OR WORDS OF SIMILAR EFFECT. THE NOTICE SHALL BE SENT TO PLANET FITNESS AT 2041 E. HIGHLAND AVE., SAN BERNARDINO, CA 92404.

Date

Member's Signature

e-signed Planet Fitness Authorized Signature

Date

## PLEASE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING.

San Bernadino Fitness LLC, d/b/a Planet Fitness® (Planet Fitness) and you agree that by signing this agreement, you are purchasing a membership or services and agree to all the terms contained in this agreement. The terms "you" and "Planet Fitness" include heirs, estates, agents, representatives, officers, directors, shareholders, managers, members, successors, affiliates, parents, subsidiaries and employees. Both parties make this agreement on behalf of, and it binds, all these included persons and entities. It is your responsibility to notify Planet Fitness of any change in your mailing address, billing information or contact information

## 2. Representations

A) Physical Condition & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of Planet Fitness' facilities. You acknowledge that Planet Fitness did not give you medical advice before you joined, and cannot give you medical advice after you join. We do not give members advice relating to their physical condition or ability to use the facilities, so if you have any health or medical concerns now or after you join, please discuss them with your doctor before using the facilities doctor before using the facilities.

doctor before using the facilities.

B) Liability for Property: Neither Planet Fitness nor PF Corporate (as previously defined) is liable to you or your guest for any personal property that is damaged, lost, or stolen while on or around Planet Fitness's premises including, but not limited to, a vehicle or its contents or any property left in a locker. If you or your guest cause any damage to Planet Fitness' facilities, you are liable to Planet Fitness for its cost of repair or replacement.

C) Entire Agreement & Enforcement: You acknowledge that neither Planet Fitness, nor anyone else, made any representations or promises upon which you relied that are not stated in this agreement. This document contains the entire agreement between you and Planet Fitness and replaces any oral or other written agreement. If a court declares any part of this agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If Planet Fitness does not enforce any right in this agreement for any reason, Planet Fitness does not waive its right to enforce it later. This agreement and all physical or electronic copies hereof will be deemed to be valid and authentic and you intend and agree that such copies will be given the same legal effect as the original signed agreement.

## 3. Membership

3. Membership
A) General: Your membership permits you to use Planet Fitness' premises, facilities, equipment and services and your dues are in exchange for such access whether you use the facilities or not. Your membership is subject to all current company policies, rules, terms, conditions and limitations including, but not limited to, PF Black Card® benefit rules, transferability rules, guest privilege rules, and dress code. Your membership gives you no rights in Planet Fitness, PF Corporate, its management, ownership, property or operation. Planet Fitness may assign or transfer your membership in its sole discretion. You have no right to assign your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding rivileges.

Fitness may assign or transfer your membership in its sole discretion. You have no right to assign your membership or this agreement. Planet Fitness can sell memberships at different rates and terms than yours. Any special promotional membership or rate regarding privileges, usage, hours, benefits or facilities is valid only at your home club, unless otherwise provided by Planet Fitness in a signed writing.

B) Group Fitness Instruction (PE@PF®): Planet Fitness may offer pre-scheduled group fitness instruction from time to time. The number of participants in group sessions may be limited. Group sessions will be made available either on an appointment basis or on a "first come, first served" basis. These classes are strictly informational and instructional in nature and not intended as personal training.

C) PF Black Card Reciprocal Access: If you purchase a PF Black Card Membership, there are additional rules and limitations governing reciprocal access, including the requirement to sign in at any visiting (non-home club) location. Reciprocal access, including the requirement to sign in at any visiting location. Additional fees may apply if you exceed 10 visits to the same visiting club in a month. Each time you visit a club outside of the country in which your home club is located, an additional fee may apply. If a PF Black Card member has a membership balance at the home club, then management at visiting (non-home club) location may not allow the use of that Planet Fitness location. During the visit at non-home club location, PF Black Card members and their guests are required to follow non-home club policies.

D) PF Black Card Guest Privileges and Other Benefits: PF Black Card members may bring one guest per day for free to any location. All guests must be 18 years old or at least 13 years old if accompanied by a parent/guardian and must sign a guest registry. Adult guests must present photo identification when signing in. If PF Black Card members guest has or had a membership at any Planet Fitness location a tanning restrictions.

E) Transfer of Location: If you are a monthly member, you can transfer your membership from your home club to another club provided you are current on your monthly dues and have been a member for at least ninety (90) days. Prepaid memberships are not transferable. A transfer fee may apply.

transfer fee may apply.

F) Membership Freeze: Your membership can be frozen for verified medical reasons only at time of illness, injury or medical condition. Your freeze will be limited to the time indicated as necessary by your physician, up to a maximum of three (3) months. Your monthly dues will be automatically reinstated at the end of your freeze and billed to the account on file with Planet Fitness unless you cancel your membership or you are approved for a longer freeze. Please note that you will still be billed for your Annual Membership Fee when it is due, even if your account is frozen.

G) Non-Discrimination: It is the policy of Planet Fitness not to discriminate against any person on the basis of race, national origin, ancestry, color creed, religion, say, sexual orientation.

on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation,

on the basis of race, national origin, ancestry, color, creed, religion, sex, sexual orientation, age or disability.

H) Changes to Membership Agreement: Planet Fitness may, from time to time, make changes to this agreement, other than to your guaranteed Monthly Membership Fee. Such revisions will be effective immediately, provided, however, such revisions shall, unless otherwise stated, be effective thirty (30) days after notice. Your continued use of Planet Fitness' facilities and/or services shall constitute acceptance of these changes.

I) Privacy: Planet Fitness and PF Corporate collect, use and disclose certain personal information of members in accordance with their Privacy Policies, which are available free of charge upon request. The PF Corporate Privacy Policy is available at www.PlanetFitness.com. Please review the Privacy Policy before signing this agreement as it contains important information relating to your personal information. Either may contact you from time to time by telephone, email, text message or other means with information and offers related to your membership which may be of interest to you. If you do not wish to receive such messages,

by telephone, email, text message or other means with information and offers related to your membership which may be of interest to you. If you do not wish to receive such messages, you can opt out at any time.

J) Dispute Resolution: In the unlikely event that Planet Fitness and/or PF Corporate is unable to resolve a complaint you may have to your satisfaction (or is unable to resolve a dispute with you after attempting to do so informally), we each agree to resolve such disputes through binding arbitration or small claims court rather than a court of general jurisdiction. For simplicity and fairness, arbitration will be conducted on an individual basis in accordance with the American Arbitration Association's rules for consumer arbitration. By signing this agreement, you acknowledge and agree that you, Planet Fitness, and PF Corporate are each waiving the right to a trial by jury and the right to participate in a class action, either in court or in arbitration. This Dispute Resolution provision shall apply to this contract unless, within thirty (30) days of signing this contract, you notify Planet Fitness in writing that you reject this provision. Such notification must be made in writing delivered to the club address listed on the first page. Rejection of this provision shall have no effect on the remaining provisions of this contract.

4. Rules & Regulations
You agree to follow Planet Fitness' membership policies and club rules. Planet Fitness may, in its sole discretion, modify the policies and any club rule without notice at any time. Club rules vary by location and all signs posted in a club or on the premises and any verbal communication from Planet Fitness shall be considered a part of the club rules. Planet Fitness reserves the right, in its sole discretion, to terminate your membership at any time, effective immediately, for violation of any membership policy or club rule.

**5. Dress Code**Planet Fitness strives to provide a safe and comfortable environment for all members. As such, Planet Fitness management and staff may enforce, and you agree to abide by, a dress code in all areas of the club. Clothing that may be perceived as intimidating, revealing or offensive, as well as clothing that may present a safety hazard or damage equipment, is not

## 6. Account Information Notifications

**6.** Account Information Notifications
Planet Fitness may contact you via telephone, email, text message or other means from time to time for the purpose of notifying you of issues related to your membership or billing information or for automatic payment processing issues. By providing us with your contact information and signing this agreement, you give your prior express written consent to receive membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act, the Fair Debt Collection Practices Act, the Rosenthal Fair Debt Collection Practices Act, and Cal. Bus. & Prof. Code §17538.41, §17538.43.

### 7. Facilities & Services

7. Facilities & Services
A) This club membership agreement entitles you to access this facility if you have a Home Club Only membership, or all Planet Fitness facilities if you have a Black Card membership. You are entitled to access during all regular business hours, and you have access to all cardiovascular, strength and conditioning machines. Black Card members have access to massage chairs and tanning. [Cal. Civ. Code § 1812.85(b)(3)]
B) Planet Fitness reserves the right at any time to remove, discontinue, repair or replace the equipment available to members without any effect on this agreement. Planet Fitness also reserves the right to make changes to the type or quantity of equipment, programs or services offered to members and to alter the hours of operation in Planet Fitness' sole discretion. You acknowledge and agree that the equipment, programs and services currently available at the facility are subject to change from time to time and are offered on a "first come, first served basis."

basis."

(C) Planet Fitness regularly closes its facilities (or portions of its facilities) for repairs, modifications, substitutions, or improvements, power outage on a temporary basis and also closes on selected holidays, etc. and such temporary closures will have no effect on this agreement so long as such temporary closures are reasonable. If your home club is permanently closed, moved or sold, Planet Fitness reserves the right to assign and transfer your membership to another club within eight (8) miles of your home club, in accordance with your rights under applicable law as set forth in Section 9 below.

## 8. Dues, Fees, Charges & Taxes

8. Dues, Fees, Charges & Taxes

A) Payment Authorization. You have full control over the payment authorization and can stop it at any time by notifying Planet Fitness as set forth on the front page of this agreement. You are responsible for notifying your bank or credit card company of any error that appears on your statement in a timely manner. You must notify Planet Fitness within sixty (60) days of a claimed error on your statement..

B) Charges & Taxes: Planet Fitness has the right to add to your prepaid dues or to your monthly dues any applicable tax imposed by the government as well as any utility charges or surcharges related to the facility.

9. Cancellation Rights (Buyer's Rights)
(A). Your 5-Day Cancellation Right: You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar affect. Such notice shall be sent to: Planet Fitness, 2041 E. Highland Ave., San Bernardino, CA 92404. Planet Fitness will refund all the money you paid, including your start up fees, within 10 days of when Planet Fitness receives written notice in the manner described above.

(B). Cancellation Rights & Refund: Prepaid dues, startup fees and annual fees are nonrefundable, except for 5-day cancels above or unless specifically stated otherwise below. You may cancel this agreement if there is a minimum term or if prepaid and receive a refund of unused prepaid dues if you qualify as follows: (B)(1). You Are Disabled or You Die: Your disability must physically prevent you from using the club's facilities and a licensed physician must verify this fact in writing. In case of death, your estate must provide written evidence. In either case, Planet Fitness will refund any unused prepaid dues and a pro rata refund of your start up fees if you are entitled to cancel within your initial term.

(B)(2). You Move: Your move must be more than 25 miles from your club and Planet Fitness is unable to transfer your membership to another facility within 25 miles of your nower is another.

(B)(2). You Move: Your move must be more than 25 miles from your club and Planet Fitness is unable to transfer your membership to another facility within 25 miles of your new residence. You must provide written evidence of your move. If there is another club within 25 miles of your new residence, your membership will be transferred to that club and you are not entitled to a refund. If Planet Fitness is unable to transfer your membership, Planet Fitness will refund your unused prepaid dues or cancel your term membership and deduct a move fee of \$50.

(B)(3). New Facility: If you pay any money under this agreement for a facility that has not yet opened for business, you have the right to cancel this agreement and receive a full refund at any time prior to midnight of the fifth business day after the date the facility opens for business. We will refund you within 10 days of receipt of notice of cancellation.

of cancellation.
(B)(4). Notice & Effective Date: You (your estate) must send written notice and proof of the event within 30 days after it happens. Cancellation is effective as of the date of the event. If your notice is late or lacks proof, Planet Fitness may set the effective date when Planet Fitness receives the notice. Such notice shall be sent to: Planet Fitness, 2041 E. Highland Ave., San Bernardino, CA 92404.
(C) Cancellation Rights for Agreements \$1,500.00 and Over.
(C)(1). Nothing in this section shall apply to an agreement for \$1,499.99 or less. (C)(2). If your agreement requires payment of one thousand five hundred dollars (\$1,500) to two thousand dollars (\$2,000), inclusive, including initiation fees or initial membership fees, you have the right to cancel the agreement within 30 days after the agreement is executed.

is executed.

(C)(3). If your agreement requires payment of two thousand one dollars (\$2,001) to two thousand five hundred dollars (\$2,500), inclusive, including initiation fees or initial membership fees, you have the right to cancel the agreement within 30 days after the agreement is executed.

the agreement is executed. (C)(4). If your agreement requires payment of two thousand five hundred and one dollars (\$2501) or more, including initiation fees or initial membership fees, you have the right to cancel the agreement within 45 days after the agreement is executed. (C)(5). If you are entitled to cancel under this Section 7(c), you shall be liable only for that portion of the total agreement payment, including initiation fees and other charges however denominated, that has been available for your use, based upon a pro rata calculation over the term of the agreement. The remaining portion of the agreement payment shall be returned to you by Planet Fitness.

## 10. Limitation of Liability

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

11. 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.