

Peak Health & Wellness General Terms and Conditions of Your Membership:

Membership Qualifications

Any individual 12 years of age or older, of good character, and proven financial responsibility, without regard to race, sex, ethnic background or religion, is eligible for a membership at The Peak Health & Wellness Centers. Membership in the gym includes a Member's right to utilize the facilities within the framework of these Terms and Conditions and in accordance with The Peak's Rules and Regulations, which may change from time to time. It does not infer any authority in the management of The Peak or any interest in the property or assets of The Peak. Memberships are nontransferable.

Rules and Regulations

All members agree to abide by The Peak's rules and regulations while in the facility. These rules and regulations may change from time to time. Failure to abide by The Peak's rules and regulations may result in termination of membership. *Shirts are expected to be worn and open toed shoes are prohibited, in any workout area.*

Personal Training

Members are prohibited from personal training other members in our facilities. If a member looks as though or is assumed to be personal training other members, the result will be immediate termination of your membership. You may refer any training questions to our Personal Training Director.

Suspension-Termination

The Peak may terminate a membership with a 30-day notification in writing to the member at the last address shown on The Peak's records for that member. The terminated member will be required to promptly return his/her membership card and other Peak property. A terminated member will remain liable for all dues and other indebtedness incurred prior to the return of the membership card. At the sole discretion of The Peak's management, the membership of any member who is in arrears in his/her account may be suspended or terminated. A member in good standing has no outstanding membership dues or The Peak charges over thirty (30) days old. Use of The Peak facilities is available only to members in good standing and their guests.

Damages

Members accept responsibility for all damages to property, except due to ordinary wear or usage, caused by members or their guests. The Peak shall not be responsible or liable to members and their guests for property damaged, lost, or stolen in and about the gym, lockers or locker rooms.

Additional Rights To Cancellation

A member may cancel their agreement for any of the following reasons:

1. In the event of the member's death, the member's estate may cancel this agreement.
2. If a member becomes physically or mentally disable for a period in excess of three (3) months with reasonable evidence of illness, including a doctor's letter.
3. If a member moves more than twenty (25) miles from the gym, with proof of new address required (i.e. Post Office confirmation or utility bills).

Refunds, Policy Changes

The Peak does not refund prepaid membership dues. The Peak reserves the right to change fees, services and operational procedures without prior notice to members.

Payment of Registration Fee and Card Activation Fee

All new members shall pay a Registration Fee and/or a Card Activation Fee to The Peak Health & Wellness Center. The amount, time and manner of payment may be changed from time to time.

Registration

Members must check in at the front desk every time they enter any of the Peak facilities. Members must present their membership cards upon entering the gym every visit. Members failing to present a membership card will be denied member status and will be deemed guests.

Guests

Guests may use The Peak Health & Wellness Center when accompanied by a member and must sign in at the front desk. Members are responsible for the attire and conduct of their guests. A guest fee will be charged for each guest's visit. The Peak reserves the right to limit the number of guests a member may bring to the facilities.

Charges

Members may charge pro-shop, juice bar items, childcare, personal training, tanning and any special program fees to their account, when their gym account is in good standing. Members must have automatic billing set up on file for gym account charging privileges.

Billing

Charges not paid by the next billing period are past due and are subject to a late billing charge of 1 ½% per annum, per month of the outstanding balance. Automatic deduction accounts are subject to a \$10.00 bank return fee, when the account being deducted from has non-sufficient funds or declines for any reason. Any account that becomes past due will be considered delinquent and membership privileges may be restricted or terminated. The account will be assigned to a collection agency and a service charge will be billed. Should an account go to our collection agency, the member will be liable for all collection costs.

Freeze Policies

Members in good standing at all three Peak facilities may seek approval by management to place their membership on a temporary freeze. Membership freezes are only allowed for Medical, Out Of Area or Financial purposes. The Peak does not allow membership freezes for non-use. The Peak charges a \$10 monthly fee, once the freeze purpose has been approved *and* all supporting documentation required is provided by the member. Membership agreement terms will be extended for the duration of the freeze period if the member has not yet met their initial agreed upon term. Freeze periods are a predetermined amount of time, calculated in monthly increments and the membership will automatically reactivate once that time period has ended. The member's regular dues billing will resume the following cycle after the freeze ends.

Changes

The registration fees, dues and membership rules and regulations are subject to change by the management from time to time. Members may be notified of such changes in any manner in which the management of The Peak feels necessary. There will be a \$9.50 charge for each addition of qualified family members, or corporate member sign up.

Use of The Gym by Juniors

Children 12 & 13 years of age are only allowed in The Peak facilities with a parent/guardian or with a Personal Trainer, except during a special youth program. Children 9-11 years of age will need to remain in the tween center areas for the safety of the members and the children. (see underage use policy)

Dues and Charges

The categories of membership in The Peak and the monthly dues and charges for each category shall be subject to change at any time. The obligation to pay monthly dues is not dependent on the availability of all The Peak's facilities. Repairs and maintenance may make it necessary for The Peak to restrict the use of, or close a section of the facility. Monthly dues will not be reduced or suspended during the time when one or more sections of the facility are not available.

Consumers Right To Three (3) Day Cancellation Policy

You may cancel this agreement without any penalty or further obligation by providing a written notice of cancellation to be delivered in person or by certified or registered United States mail within three (3) days of the joining date or the date on your receipt.

Liability Waiver

In attending The Peak and using the facilities and equipment, the member agrees that they are doing so at their own risk. The Peak shall not be liable for any damages arising from personal injuries sustained by the member on the premises of The Peak facilities. Member assumes full responsibility for any injuries sustained by them on the premises. Member assumes full responsibility for any injuries which may occur on the premises of The Peak and does release and discharge The Peak, its owners, employees, and agents, from any and all claims resulting from the members use of the facilities and equipment of The Peak. The member does represent that they are in good physical condition, and have no disability or impairment preventing them from engaging in active exercise or exercise that would be detrimental to their health, safety, or physical condition. The member does agree that they are responsible for any damages caused by them to the facilities and equipment of The Peak.