



MEMBER'S RIGHT TO CANCEL:

You (the buyer) may cancel this agreement within 30 days from the time you knew or should have known of any substantial change in the services or programs available at the time you joined. Substantial changes include, but are not limited to, changing from being coed to being exclusively for one gender and vice versa. To cancel, send written notice of your cancellation to OconeeXperience@gmail.com.

MEMBER'S ASSUMPTION OF RISK AND RELEASE:

I understand the risk of injury from OX activities and using OX equipment is significant, including the potential for permanent paralysis and death, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and other products and machines and exercising alone without the aid and presence of OX staff on the premises. In addition, I acknowledge that OX activities may include outdoor activities which may present additional risks, such as slippery surfaces, uneven surfaces, loose rock or gravel, and unseen roots and other items. I understand that OX is independently owned and operated by Gym Rescue, LLC dba OconeeXperience Health & Fitness. I HERBY RELEASE INDEMNIFY, AND HOLD HARMLESS Gym Rescue, LLC and its affiliates, as well as sponsors and advertisers, and all owners and lessors of the premises WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE to person or property that may arise out of or in connection with my use of any of the equipment products and machines of the facilities of OX, or any indoor or outdoor exercise program offered at or by OX, or an incident that occurs while using such facilities, or otherwise related to my membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives, and any other next of kin. I understand that OX is relying on this release in agreeing to enter into this Agreement. I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

SAFETY NOTICES:

- IF YOU HAVE A HISTORY OF HEART DISEASE, YOU SHOULD CONSULT A PHYSICIAN BEFORE JOINING A HEALTH SPA.

- This facility is under 24-hour recorded video surveillance, which may be retained by OX for subsequent review. MEMBER access card usage is logged.

- MEMBER may not bring in guests at any time without the prior written consent of OX staff. Furthermore, if this policy is violated, at the sole discretion of OX Owners, the MEMBER may be charged a guest fee and/or have their membership suspended or canceled, the balance of the



contract declared due and payable in full immediately, and be assessed a penalty of up to \$250.00 MEMBER may not allow anyone else use their key fob and must alert OX immediately if it is lost or stolen. Violating this policy carries the same penalties as violating the guest policy.

- MEMBERS who do not have their key fob will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.
- Personal training services provided in this facility may be provided either by employees of OX or by independent contractors operating their own business who are retained by OX. Regardless, all payments for personal training services are to be made to OX, who will pay the trainers as the services are provided.
- MEMBER has access to a free orientation to the facility and the proper use of all equipment. It is the MEMBER's responsibility to request this orientation.
- It is MEMBER's responsibility to wipe down all equipment after each use and re-rack the weights they use.
- MEMBER is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
- Each MEMBER is responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the MEMBER's membership, and the balance of the contract being declared due and payable in full immediately.
- No MEMBER should be filmed without their knowledge or consent.
- Age requirements - Individuals aged 15 and under must be accompanied by an adult. Observing from the hallway is permissible for non-paying adults.

LOST KEY FOBS:

MEMBERS with a 24-hour Access Membership will receive a key fob for entry at no charge. In the event of loss or failure to return the fob (at the conclusion of membership), a \$100 charge will be incurred by the MEMBER.