

FSP MEMBERSHIP TERMS & CONDITIONS

By registering, signing up, or purchasing any contract, membership, package, punch card, or single workout session, you are agreeing to the following:

For purposes of this agreement the term Buyer may also be called You, I, Your, Yours, Client, and Member; and the Seller (Full-Stride Performance, LLC or FSP) may be called We, Us or Our, and Ours. I understand that I have signed a contract/note. My failure to regularly utilize purchased sessions does not relieve me of my obligations, regardless of the circumstances, to pay the installment note in full. I understand that, except as herein provided, my contract is absolutely nontransferable, non-refundable, non-assignable and noncancelable. In the event that we transfer or change our name and/or ownership, this Client Agreement shall remain in full force and effect, with the new entity. Should I default, I agree to pay all costs of collection, including but not limited to Collection Agency fees up to 50% of the unpaid balance, court costs, and reasonable attorney's fee, all of which may be paid or incurred by the holder of this note. For VALUE RECEIVED. I/We, or either of us promise to Pay to the Order of FSP or its assigns the total amount of the Buyer's Cash Down Payment and the Total Payments in monthly installments beginning at the time listed above as when first payment is due. Should default be made in any monthly installment, the entire remaining sum due hereunder shall immediately be due and payable at the option of the owner of this note and shall bear interest at the rate of 10% per annum from date of default. To the full extent permissible by law, for purposes of collection or any dispute arising hereunder, I hereby submit to the sole and exclusive jurisdiction of the State of Georgia. If any installment is more than ten days past due, a late charge of \$10 may be assessed on each delinquent installment. The debtor waives presentment hereof for payment, protest and notice of non-payment and of protest. The holder may extend or postpone payment without notice and without discharging the undersigned. I may prepay all of the amount I still owe at any time, penalty-free. I the buyer, may cancel this agreement penalty-free within 3 days after the date of this agreement. Such cancellation must be in writing and delivered to FSP in person. If mailed to an address provided by FSP, such cancellation must be postmarked by the last day.

DISCLAIMER OF LIABILITY. It is expressly agreed that all use of the equipment and the facility owned and/or rented by FSP shall be undertaken by a member at his or her own risk, and the Seller shall not be liable for any injuries or damage to any member, member's immediate family or guest of member, or the property of any member or guest or be subject to any claim, demand, injury or damages whatever, including without any limitations, those damages resulting from acts of active or passive negligence on the part of the Seller, its successors or assigns, as well as its officers and agents, for all such claims, demands, injuries, damages, actions or causes of action. It is especially agreed that the Seller shall not be responsible or liable for loss or damage to any other property of members or their guests, including their automobile, motorcycles, home or its contents. It is also agreed that any damages to the equipment or property, or to the property of any member by another member or his/her guest, is the sole responsibility of the offending member. I agree that I am responsible for any damages caused by me to the home and equipment, and for any personal injury or property damage caused by me to any other member, guest or to the property of either. I further agree to indemnify the Seller for any loss caused by me for which the Seller is held liable, including reasonable attorney's fees. Members hereby knowingly and voluntarily waive any cause of action of any kind whatsoever arising as the result of participation in any training activity from which any liability may or could occur to FSP, our directors, shareholders, officers, agents, employees, instructors or assigns.

JURISDICTION. To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to submit to the sole and exclusive jurisdiction of the State of Georgia and to the application of Georgia law.

PREPAYMENT. You may prepay all of the amount you still owe at any time. If you do, you will be refunded any unearned Finance Charge using the Rule of 78ths Refund Method, after an acquisition cost of \$15.00 is first subtracted. A refund of less than \$1.00 need not be made. The above refund must be requested in writing by the member and delivered to FSP to an address provided to the member should such a note be needed.

SEVERABILITY. If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

RULES, REGULATIONS and MEMBERS RIGHTS. Members have the right to use the equipment under supervision of FSP subject to the terms and conditions herein and to all rules, regulations and clients rights, listed on the back of this agreement, and any and all terms, conditions, rules and regulations which may be in effect in the future.

ENTIRE AGREEMENT. The Member and FSP acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

RULES, REGULATIONS and MEMBER RIGHTS

1 NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENCES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

2 MEMBER'S RIGHTS.

A. DEATH OR DISABILITY. If the member dies or becomes physically unable to avail himself/herself of a substantial portion of those services which he used from the commencement of the contract until the time of death or disability, then upon written notice by the member, or members estate, FSP will refund to the extent that it has been prepaid an amount equal to the amount computed by dividing the total price of the contract by the number of months in the contract term and multiplying the result by the number of months remaining in the contract term. The member's estate seeking relief under this paragraph shall provide proof of disability or death to FSP at the address provided by FSP. A physical disability sufficient to warrant cancellation of the contract by the member shall be established if the member furnishes to FSP a certificate of such disability by a physician licensed by the State of Georgia.

The member should contact the Georgia Department of Agriculture and Consumer Services within 60 days if FSP does not respond.

WARNING: If you have a history of heart-related disease, you should consult a physician before purchasing a membership for this or any other training service.

3 REQUIREMENT OF NOTICES. All notices of intent to cancel by the member in accordance with the terms of this agreement, shall be given in writing to FSP at the address provided to them by FSP. Such a notice of cancellation, if valid, shall also terminate automatically the consumer's obligation to any entity to whom FSP has assigned the consumer contract. If a member is entitled to a refund, an additional request for refund is to be directed to the address provided by FSP.

4 DURATION. The membership purchased shall be valid for a period as per the original contract length. The contract may be renewed at the end of its term under the provisions of this agreement. This is not a lifetime or perpetual contract. Seller reserves the right, after the initial period of membership, to increase the price of the membership for the consecutive renewals.

5 GUEST PRIVILEGES – Members are not allowed to bring in friends and/or family as guests participants during their visits. FSP reserves the right to refuse service.

6 MEMBER ATTIRE - Members are required to wear suitable clothing for any exercise type activities. This constitutes proper soled shoes, no sandals or open footwear, proper shorts or sweat suits, leg tights, leotards etc., and T-shirt, sweatshirt or tank top. Blue jeans or long pants are not permitted for exercise. Topless exercise is not permitted. Any other attire may be worn upon the approval of FSP.

7 EQUIPMENT USE

- A. **Equipment owned by FSP** shall only be used under the close supervision and instruction of FSP or an approved representative. Any damages incurred to clients, guests, or family members home, properties, or valuables do to use of equipment while FSP is not present shall be the sole responsibility of the guilty member.
- B. **Equipment used at the FSP Performance Training Center that is not owned by FSP** shall be at the sole risk of the member and is limited to use by that member. FSP assumes NO risk for equipment used at the FSP Performance Training Center that is not owned by FSP. FSP has the right to prohibit use of equipment within the training center if it is deemed faulty, risky, or otherwise a liability to other members or the owner of the equipment. The owner of equipment used at the FSP Performance Training Center which is not owned by FSP shall assume all risk for use of their equipment and agrees to pay any and all legal fees directed at FSP as a result of their equipment use at FSP and waives their right to pursue any form of legal action toward FSP for legal disputes resulting from the use of their equipment.

8 INSTRUCTION – A member who receives instruction will be required to follow such schedule exactly or be exercising at one's own risk. Also if a client requires help, FSP will provide instruction as needed. Also, it is highly recommended that before use of any exercise equipment that is unfamiliar, the member should receive instruction.

9 EQUIPMENT MALFUNCTIONS – Members understand that equipment may be out of order. If special factory parts are required, the unit may be out for several weeks. If this occurs members agree to follow a substitute program. Members also agree that should equipment be used during the administration of a program designed by FSP that is property of a person, company, or entity other than FSP, Member assumes all risk of injury caused by the malfunction of that equipment. FSP is not responsible for any injuries both directly or indirectly caused by equipment that is not owned solely by FSP.

10 USE OF TRAINING PROGRAM - Buyer agrees and represents on his/herself and all family members and guests, that all exercises, treatments, and use of all training programs shall be undertaken at each member's own risk, and that each member is in good physical condition and physically able to undertake any and all physical exercises and treatments prescribed by FSP, and that FSP, who runs the training business and/or any affiliated companies and/or their respective agents and employees shall not be liable for any claims, demands, injuries, damages, actions or causes of action to members or their property, which arise wholly or partially due to the negligence of a member, and/or which arise wholly or partially due to the negligence of FSP, which provides the training service and/or any affiliated companies and/or their respective agents and employees or the premises where the same are located; and the member does hereby expressly forever release and discharge said person and any affiliated companies and their respective agents and employees from all such claims, injuries, damages, actions or causes of action. All members are required to fill out a medical questionnaire prior to the commencement of any exercise program. In case of an accident, Buyer agrees on behalf of his/herself and all family members that the injured party will be examined at Buyer's sole expense by a licensed physician who shall report in writing to both the injured party and FSP.

11 COMPLIANCE WITH RULES - Client agrees to be subject to the control and guidance of FSP while engaging in a physical activity programs, sessions, or usage of the facility and will follow any and all requirements of FSP. Member agrees to follow all rules and conduct his/herself in a manner deemed reasonable by that of FSP, at that time of usage. Client agrees to reserve criticisms about anyone or anything affiliated with FSP for private discussion with FSP only. Client agrees to obey all rules and regulations administered at any and all times, including new or future rules which are not currently addressed in this agreement, while participating in an exercise program prescribed by FSP.

12 CHILDREN - Children should not be directly involved during a training session. A child is considered any person under the age of 16, and will be required to show proof. It is FSP's sole discretion as to the minimum required age.

13 DAMAGE TO FACILITIES – Member agrees to pay any charges incurred for damage to equipment or facility arising from any careless use of equipment caused by member.

14 PERSONAL PROPERTY – FSP and agents and employees of FSP shall not be responsible for damaged, lost or stolen articles of clothing or other personal property of any member.

15 EXTRA PROGRAMS and SERVICES – Member acknowledges that he/she is purchasing a membership to have training services rendered at the FSP Performance Training Center and that which is covered under their contract type. Additional programs may be added, either fee based or not, or removed from the current program without recourse from the member. Should a new program be added with a fee, the member is not required to purchase such additional services. FSP reserves the right to add additional services and may charge for such service even though such service may have been previously provided or used, for a limited time basis, by the client, prior to the commencement of charge.

16 ADDITIONAL RULES - Proper personal hygiene is required. UNLAWFUL, CRUDE, LUDE OR LASCIVIOUS BEHAVIOUR OR PROFANITY IS NOT ALLOWED. SEXUAL HARRASSEMENT WILL BE REPORTED TO PROPER AUTHORITIES.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND MEMBERSHIP POLICY BY TYPE

In consideration of me being allowed to participate in physical activity sessions at the FSP Performance Training Center, otherwise located at 11240 Alpharetta Hwy, Suite 400, Roswell, Georgia 30076, ("Activity"), I agree:

1. I understand dangers may be caused by my own actions, or inaction's, the actions or inactions of others participating in the Activity, and the condition. I understand the nature of Full-Stride Performance LLC Activities and acknowledge my experience and capabilities and believe I am qualified to participate in such Activity. I further acknowledge that I am aware that the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. I FULLY UNDERSTAND that: (a) Full-Stride Performance LLC Activities involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks in which the Activity takes place or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (C) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of my participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS Full-Stride Performance LLC, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

4. I ACKNOWLEDGE that by signing this release I give Full-Stride Performance LLC full permission to use images or video I may appear in by participating in this event in things such as promotional items, advertisements, and commercial product royalty-free. I further acknowledge that copies of such items do not need to be approved by me, and that I am not entitled to any compensation for the use of my image or likeness in said items. I surrender my rights to royalties or compensation for the sale of any products or items bearing these images produced or associated with Full-Stride Performance or any person or entity related, expressed or implied to Full-Stride Performance LLC.

5. I ACKNOWLEDGE that I have disclosed any scheduling conflicts that could and/or would disrupt my schedule in writing to an FSP representative and that by registering for this training package or contract that I am subject to the terms and conditions applied to each type of FSP contract, which are as follows:

Clients registering for FIXED-SCHEDULE CONTRACTS must disclose any and all previously-scheduled conflicts to an FSP representative at the time of sign-up. FSP representatives are willing to assist you in determining how contracts can be appropriately altered. Once the contract is purchased, the weekly training schedule is locked and will not be altered for any reason other than major illness/ injury. Any workouts or training sessions missed due to scheduling conflicts that arise after the time of sign-up are not the responsibility of FSP and will result in forfeiture of the session(s) outright without right to a make-up session. The definition of major illnesses or injuries is left to the discretion of Full-Stride Performance and its representatives. Additionally, pre-registration alterations to contracts will not be approved if such alterations extend the length of the contract by more than 25% of its original length. FSP is not responsible for missed sessions due to negligence in reporting scheduling conflicts at the time of sign-up or for major illnesses or injuries that are not reported in a timely manner. FSP is not responsible and under no obligation to grant make-up sessions for major holidays or weather closures, although it will make every effort to do so for athletes and clients in good standing. Any make-up sessions granted by an FSP representative must be scheduled and used prior to the expiration of the purchased contract. FSP will not grant retroactive alterations to any contract nor grant make-up sessions for missed workouts retroactively. No contract expiration dates will be extended due to major holidays or weather closures.

Clients registering for FLEX-SCHEDULE CONTRACTS must disclose any and all previously-scheduled conflicts to an FSP representative at the time of sign-up. FSP representatives are willing to assist you in determining how contracts can be appropriately altered. Once the contract is purchased, the contract length is locked and will not be altered for any reason other than major illness/ injury that forces the client to miss more than 3 FSP business days. Any workouts or training sessions missed due to scheduling conflicts that arise after the time of sign-up are not the responsibility of FSP and will result in forfeiture of the session(s) outright without right to a make-up session. The definition of major illnesses or injuries is left to the discretion of Full-Stride Performance and its representatives. Additionally, pre-registration alterations to contracts will not be approved if such alterations extend the length of the contract by more than 25% of its original length. FSP is not responsible for missed sessions due to negligence in reporting scheduling conflicts at the time of sign-up or for major illnesses or injuries that are not reported in a timely manner. FSP is not responsible, under no obligation to, and will not grant make-up sessions for major holidays or weather closures for flex-schedule contracts. Any make-up sessions granted by an FSP representative must be scheduled and used prior to the expiration of the purchased contract. FSP will not grant retroactive alterations to any contract nor grant make-up sessions for missed workouts retroactively. No contract expiration dates will be extended due to major holidays or weather closures. Clients who have registered for flex-schedule contracts understand that reservations for sessions they plan to attend must be logged into FSP's scheduling app no less than 12 hours in advance of the scheduled starting time for that session. FSP and its representatives reserve the right to deny training to any clients who are "unreserved" for that particular session based on the grounds that the class is full or otherwise. FSP does not and will not grant make-up sessions for sessions lost due to reservation negligence. Sessions reserved but missed will result in forfeiture of the session as if you had attended.

Clients registering for PUNCH CARD contracts recognize that no pre-registration alterations will be made to the expiration date of their punch card. Additionally, members must log reservations for sessions they plan to attend into FSP's scheduling app no less than 12 hours in advance of the scheduled starting time for that session. FSP and its representatives reserve the right to deny training to any clients who are "unreserved" for that particular session based on the grounds that the class is full or otherwise. FSP does not and will not grant make-up sessions for sessions lost due to reservation negligence. Punch Card members understand that no make-up sessions will be given for any reason or under any circumstance unless related to major injury or illness. Any member in good standing incurring a major injury or illness that is expected by a doctor, physical therapist, or physician to require a recovery time of more than 2 weeks will be eligible to be granted an extension of the expiration date of the punch card at the discretion of FSP. Sessions reserved but missed will result in forfeiture of the session as if you had attended.

6. I HEREBY AGREE to follow the parent/ athlete/ client code of conduct which is as follows:

PARENT/CLIENT AGREEMENT: By signing this agreement, I the parent/my team agrees to:

1. Pay for services in a timely manner by making payments in a responsible, upstanding manner.
2. Allow FSP to render services without interference from myself, existing players, coaching staff, or members of my organization. This can be described or characterized by but not limited to: Interrupting an FSP staff member when they are conducting a workout, openly or privately telling players or athletes that workouts provided by FSP are invalid, telling players or coaches in a deliberate and intentional manner to administer drills or exercises in a different manner (unless related to safety), interfering with workouts by wandering onto the training floor, etc.
3. **Understand that you are hiring professional strength & conditioning coaches who have both formal academic and professional experience working with a variety of sports.** You further acknowledge that "reading articles," "doing what was done when I was an athlete," "following what I saw on the internet," or "doing what I heard people saying," etc, ARE NOT competent sources of scientific training for strength & conditioning.
4. Bring forth any questions or concerns to FSP immediately.
5. Behave in an adult manner, and understand that all participants will be trained in an equal manner regardless of a particular athlete's affiliation with existing coaching staff, ownership, or other political factors.
6. **Acknowledge that if FSP cancels training due to repeated violations of the policies listed in this agreement, the client will not be entitled to any refund and will be charged an additional administrative fee up to \$300.00 for lost time related to the client's**

administrative discharge. The administrative fee shall be assigned to the client at the sole discretion of FSP with no necessary explanation. Any disclosure of information pertaining to the assignment of the fee shall be provided in a complimentary fashion.

7. Pay any and all legal or collection service fees incurred by Full-Stride Performance LLC related to default payments of the client in addition to the contracted financial responsibility of the client that has been detailed in this contract.
8. Pay for any and all damages incurred by my son/daughter/team due to careless use or horseplay while on the premises of the FSP Performance Training Center, at an off-site location, or while participating in the program at any location. This may include equipment, facilities, or personal injury to other participants.
9. Pay for or replace any equipment that has been carelessly used if an athlete has been instructed on how to do a drill in an appropriate manner.
10. Pay for any and all legal fees associated with legal council should FSP be sued due to the actions of my son/daughter/team.
11. **Understand that the contract ends on the date listed in the contract.** I will not receive any credit for unused sessions after this date. It is my responsibility to insure my son or daughter makes up missed workouts granted by an FSP representative by the cutoff date of this contract.
12. **Understand that if my son/daughter repeatedly acts immaturity FSP instructors may temporarily suspend or assign additional exercise to the athlete as a means of disciplinary action.** This extra conditioning will not harm the athlete and shall stay within sensible guidelines for athletic activity and safety.

7. I UNDERSTAND THE CREDIT CARD POLICY. A valid credit card is required for all FSP members. FSP stores your private, sensitive financial information in encrypted electronic form. Hard copies of your personal credit information are destroyed after your card is processed.

LATE PAYMENT POLICY

By signing your contract, you agree to pay your membership dues within 5 days of being billed. Payments received after the 6th day will incur a \$10.00 late fee.

It is your responsibility to make sure you have a valid and current credit card on file or sufficient funds in your debit account. If paying by cash or check it is your responsibility to have payment in on time. Mailed payments must be received by FSP by the due date above or a penalty will be applied to the card stored on file. Bounced checks will incur an automatic \$50.00 service charge.

MEMBERSHIP ADMINISTRATIVE TERMINATION POLICY

PROGRAM & FACILITY MEMBERS: If you are asked to leave by FSP due to misconduct you will be charged the difference between what your membership would have been had you originally joined at a shorter length. This insures that discharged members on longer contracts have not taken advantage of the discounted membership rates of the longer contracts and that all members pay the same rate in an equitable manner. There will be an additional \$100.00 administrative charged assessed for lost time by FSP related to your discharge.

PERSONAL TRAINING CLIENTS: FSP may ask you to leave due to misconduct if you are a non-compliant client. Examples of non-compliant clients include late arrivals, no-shows, arguing with your personal trainer over what exercises you believe you should do (this does not include explaining what you prefer or exercises that may affect a documented condition by your physician), or general lack of effort. You will be charged the difference between what your contract would have been had you originally agreed to fewer sessions. This insures that discharged members have not taken advantage of the discounted membership rates so that all members pay the same rate in an equitable manner. There will be an additional \$100.00 administrative charged assessed for lost time by FSP related to your discharge.

RESERVATION POLICY OVERLOOK

Members are required to give FSP a minimum 24-hour reservation notice via the RhinoFit app of their intent to attend a scheduled Personal Training session, 12 hours for any Adult fitness session, and 6 hours prior to Sports Performance sessions. If you reserve for and miss that session without prior notice, you will forfeit the session as if you had attended. Weekly flex sessions do not "roll over" into the next week. Unused sessions will be forfeited as if they had been used.

CANCELLATION POLICY

You may not cancel a contract before the end date. Contracts are non-cancelable and non-transferable. We encourage you to sign up for a shorter length membership if you are unsure of your future schedule.

MISSED SESSION POLICY

You are required to attend the sessions for which you are reserved. If a session is missed with notice due to major injury or illness, you may be eligible to make the session up with a 24-hour written notice (via email). The notice is required to determine if FSP can accommodate you for that particular session(s). If a session is missed without prior written notice, you will forfeit that session as if you had attended. If you know you will miss future sessions at sign-up, have the dates on-hand so FSP can alter your contract or assist you in registering for a more appropriate contract. FSP is not responsible for spontaneous vacations. Furthermore, minor injuries are no excuse to miss a workout unless directed to do so by an FSP coach.

DEBT COLLECTION POLICY

If you do not pay your membership dues on time, any unpaid balances may become immediately due. FSP will submit your information to a debt collection agency within 3 months after your membership was originally set to expire, and/or open a case with small claims court to obtain your agreed-upon membership obligation. This will negatively effect your credit rating.

By signing your contract you agree that if a collection agency or legal professional is hired by FSP, you will pay any and all costs associated with that service or professional when collecting your debt. A full description is available in the membership rights & privileges document you received when you signed up.