



**NOTICE**

ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Client Name ("Client") \_\_\_\_\_  
 Membership #: \_\_\_\_\_  
 DOB: \_\_\_\_\_ Gender: M \_\_\_\_ F \_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Club Name ("Club"): Bethesda sport&health Club  
 Address: 4400 Montgomery Avenue, Bethesda, MD 20814  
 Phone: 301-656-9570

Date: \_\_\_\_\_

**Roll-Over Option:**

Signature of Client: \_\_\_\_\_

By signature above, Client agrees that this Agreement shall continue on a month-to-month basis following the Initial Term.

**PROGRAM DETAILS**

**PROGRAM SCHEDULE:**

**PROGRAM OPTIONS & PRICING:**

**Sessions ("Sessions")**

|                                    |                |                                      |                         |
|------------------------------------|----------------|--------------------------------------|-------------------------|
| <input type="checkbox"/> Monday    | 6:30pm-8:00pm  | <input type="checkbox"/> 1 Day/Week  | Member: \$32 /month     |
| <input type="checkbox"/> Tuesday   | 6:00am-7:30am  |                                      | Nonmember: \$92 /month  |
| <input type="checkbox"/> Wednesday | 6:30pm-8:00pm  | <input type="checkbox"/> 2 Days/Week | Member: \$52 /month     |
| <input type="checkbox"/> Thursday  | 6:00am-7:30am  |                                      | Nonmember: \$152 /month |
| <input type="checkbox"/> Friday    | 11:30am-1:00pm | <input type="checkbox"/> 3 Days/Week | Member: \$66 /month     |
| <input type="checkbox"/> Sunday    | 9:00am-10:30am |                                      | Nonmember: \$166 /month |
|                                    |                | <input type="checkbox"/> Unlimited   | Member: \$96 /month     |
|                                    |                |                                      | Nonmember: \$196 /month |

\*Monthly Installments (each an "Installment")

Program Start Date: \_\_\_\_\_ 1<sup>st</sup> Installment Collected Today: \_\_\_\_\_

Billing Start Date\*\*: \_\_\_\_\_

\*\* (1 Month after Program Start Date if Roll-Over Option selected.)

**PAYMENT INFORMATION**

The undersigned (the "Responsible Party") hereby authorizes US Fitness Holdings, LLC to collect, when due and without notice to the Responsible Party, all fees, costs, expenses, and other charges due hereunder by electronic funds transfer ("EFT") from the following credit card.

Name as appears on credit card: \_\_\_\_\_  VISA  MC  AMEX  DISC

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

Name (if different from Client): \_\_\_\_\_

Signature of Client: \_\_\_\_\_

TERMS & CONDITIONS

1. **GENERAL PROVISIONS.** Except as otherwise expressly set forth in this Agreement, the termination or cancellation of this Agreement, and the suspension or expulsion of Client (and any guests and invitees of Client) from any health and fitness club managed or operated by USF S&H Maryland, LLC, a Virginia limited liability company ("USF"), or any of its "Affiliates" (as defined below) or subsidiaries (USF, such Affiliates, and such subsidiaries, each a "USF Entity", and each such club, a "USF Club"), and all other matters affecting or relating to this Agreement are solely within the discretion of US Fitness Holdings, LLC, a Delaware limited liability company ("Holdings"). "Affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with USF, and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity. The rules and regulations relating to the Club are hereby incorporated by reference in these Terms and Conditions. Holdings reserves the right to make changes in the coach providing services to Client under this Agreement whenever necessary. Each Session shall be held at the Club and must be utilized within forty five (45) days from and including the date on which payment therefor is due (the "Expiration Date"). If not utilized on or before the applicable Expiration Date, the Session shall be forfeited and Holdings shall have no obligation to refund all or any part of the Installment therefor. "Initial Term" means the period commencing on the Program Start Date to and including the last day on which the last Session is used or, as provided in this Agreement, may be used. **Unless this Agreement has been terminated as expressly provided herein, and provided Client has selected the Roll-Over Option on the first page of this Agreement, following the Initial Term this Agreement shall continue on a month-to-month basis (each such month-to-month period, a "Renewal Term"), commencing on the day immediately following the last day of the Initial Term, with the same number of Sessions per week as stated on the first page of this Agreement, and at the same price per Session as in effect during the Initial Term.** The first Renewal Term shall begin on the day immediately following the last day of the Initial Term and shall end on the day preceding the same date in the next calendar month (or, if no such date exists in the next calendar month, on the last day of such calendar month), and continuing thereafter for successive month-to-month periods each beginning on the day following the end of the prior month-to-month period and ending on the day preceding the same date in the next calendar month (or, if no such date exists in the next calendar month, on the last day of such calendar month). "Term" shall mean the Initial Term. If this Agreement is continued for one or more Renewal Terms then, following the Initial Term, all references to "Term" shall mean the Initial Term as extended by the applicable Renewal Term(s). This Agreement is not assignable by Client. If Client is unable to attend a Session, Client shall contact the Aquatics Director/coach at the applicable USF Club to reschedule such Session for a mutually acceptable date and time but in no event will Client be entitled to a refund for such Session. All rescheduled Sessions must be utilized within forty five (45) days from and including the date on which payment therefor is due. Notwithstanding anything set forth in this Agreement, if Client is a member of a USF Club, this Agreement shall terminate upon termination of such membership. Client understands that there may be up to four (4) weeks during the year in which Sessions are not held due to holidays or pool maintenance. Such weeks may vary by Club.

2. **CLIENT'S PHYSICAL CONDITION.** Client acknowledges that (i) Client is voluntarily engaging in physical exercise, (ii) Client has no congenital, physical, or mental health problems, including, without limitation, any cardiovascular, neurological, or any other illness, disability, disease, or other condition, that will prevent Client from exercising or participating in, and/or using, any Session, equipment, facilities, programs, personal training instruction, classes, activities, and/or any other services or events provided by, or sponsored by, any USF Club or a USF Entity whether on or off a USF Club's premises (collectively, the "Club Facilities") without injury to Client or impairment of Client's health, (iii) Client has consulted a licensed physician concerning an exercise program that will not subject Client to risk of injury or impairment of health and Client's physician has approved Client's contemplated participation in and/or use of Club Facilities, and (iv) no employee of any USF Entity has given Client any medical advice and Client is relying solely on the advice of Client's physicians regarding Client's ability to exercise or participate in, and/or use, any Club Facilities. If Client has any special exercise requirements or limitations, Client shall disclose them to the applicable USF Club in writing before participating in or using, or when seeking help or advice regarding, any Club Facilities.

3. **ASSUMPTION OF RISK.** Client understands that engaging in physical activities and participation in and/or use of the Club Facilities involves an inherent risk of loss or injury to persons or property. Client further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) Client's participation in and/or use of the Club Facilities (including locker rooms and spa, pool, shower, and other wet areas in a USF Club), whether supervised or unsupervised and whether on or off a USF Club's premises; (ii) any dietary recommendations by any USF Club staff, (iii) medical disorders resulting from Client's participation in and/or use of the Club Facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by Client or any other person), including, without limitation, slip and fall accidents in or around any USF Club's premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using Club Facilities or traveling to/from a USF Club; (v) theft or loss of personal property (including, without limitation, personal property kept in lockers); and (vi) theft or loss of property while using Club Facilities. Client expressly agrees that Client (a) is participating in and/or using the Club Facilities at Client's sole risk with knowledge of the dangers involved, and (b) to the extent permitted under applicable law, assumes all risk of loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for such loss or injury whether due to participating in and/or using the Club Facilities, improper supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of any USF Entity or their respective principals, contractors, Affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (each a "USF Party") (each such injury or loss, a "Loss"). Client is cautioned against bringing valuables onto a USF Club premises. Without limiting anything set forth in this Agreement, all personal effects, automobiles, and other property brought by Client onto a USF Club's premises shall be solely Client's responsibility, and no USF Party shall be liable for any damage, destruction, theft, or other Loss of such personal property.

4. **WAIVER AND RELEASE OF LIABILITY.** To the extent permitted under applicable law, Client (a) waives any and all claims and rights that Client may now or hereafter have against any USF Party for any Loss; and (b) releases, discharges, holds harmless, and indemnifies each USF Party from, and covenants not to sue any USF Party with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), causes of action, suits, judgments, demands, fees, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses), damages, and other liabilities with respect to any Loss. Client acknowledges that Client (i) has carefully read this Section and fully understands its terms; and (ii) to the extent permitted under applicable law, is waiving any right to bring any action against any USF Party with respect to any Loss.

5. **SUSPENSION/TERMINATION BY HOLDINGS.** Holdings has the right to suspend and/or terminate this Agreement due to disorderly, disruptive, or abusive conduct, illegal activities, Acts of God, force majeure, or failure to abide by any USF Club's rules and regulations, whether by Client or by any guest or invitee of Client, or due to a breach by Client or any Responsible Party of any other provision of this Agreement, including failure to make any payment when due. Without limiting the foregoing, Holdings shall have the right to suspend and/or terminate this Agreement if Client makes disparaging statements (whether orally or in writing) about the business or operations of any USF Entity or commences, threatens, organizes, or participates in (a) legal proceedings against

any USF Club, USF Party, or USF Entity, or (b) a picket, boycott, demonstration, strike, or similar act against any USF Club or USF Entity. In the event this Agreement is terminated by Holdings pursuant to this Section, Holdings reserves the right to retain the unused portion of any advance payment made by Client.

6. **INACTIVE STATUS.** Client's inability to use a Session due to his/her disability, injury, or illness will not relieve Client from any obligations under this Agreement, except to the extent of (i) Client's right to cancel or terminate this Agreement as provided in Section 7 below, and (ii) Client's right to elect inactive status as follows:

**a) Inactive Term.** If Client becomes unable to use the Sessions due to disability, injury, or illness for a period of at least 3 months, then Client may elect inactive status for a **minimum** period of 3 consecutive months up to the length of the disability, injury, or illness, in which event the Term will be extended for a period equal to the duration of the disability, injury, or illness. Client's disability, injury, or illness must be confirmed in writing by a physician.

**b) Inactive Status; Extension of Term.** During the period of inactive status payment of the monthly Installment(s) will be suspended and Client shall not be entitled to use any Club Facilities. If inactive status is elected, the Term will be extended for the period of inactive status. Upon reactivation of this Agreement, monthly Installments will be reinstated at the applicable rate set forth on the first page of this Agreement.

7. **BUYER'S RIGHT TO CANCEL/TERMINATE.** (a) Client has the right to cancel or terminate this Agreement in accordance with the rights described on **Addendum A** hereto. If Client cancels or terminates this Agreement pursuant to Section 2 in **Addendum A** hereto, the Club may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities that Client has already received. Any refund due to Client shall be paid within 30 days of the effective date of cancellation.

(b) In addition:

(i) If Client dies, Holdings will cancel this Agreement upon delivery of Client's death certificate.

(ii) If Client has selected the Roll-Over Option on the first page of this Agreement, Client may terminate this Agreement by delivering written notice to Holdings (as provided in Section 9 below) stating that Client elects to terminate this Agreement, in which event this Agreement shall terminate effective as of (A) the last day of the Initial Term if such notice is actually delivered to Holdings at least thirty (30) days prior to the last day of the Initial Term, or (B) the last day of the Renewal Term next following the date on which such notice is actually delivered to Holdings; provided, however, with respect to any unused Sessions remaining as of the last day of the Term, this Agreement (other than the provisions relating to an automatic renewal for a Renewal Period) shall remain in effect until the later to occur of the date on which the last of such Sessions has been used or, as provided in this Agreement, may be used.

(iii) If Client is serving in the Armed Forces and is assigned/ordered out of the area, Holdings will cancel this Agreement upon the delivery of the Order to relocate.

All fees (including monthly Installments), costs, expenses, and other charges due through the effective date of termination must be paid in full. Requests to cancel or terminate this Agreement with unpaid balances will not be processed until all balances are paid. Any refund due to Client or the Responsible Party, as applicable, shall be paid within 30 days of the effective date of termination.

8. **PAYMENTS: UNPAID BALANCES.** The total monthly Installment for the Initial Term is due and payable on the Program Start Date. If Client has selected the Roll-Over Option on the first page of this Agreement, the total monthly Installment for each Renewal Term, each in the amount stated on the first page of this Agreement, is due and payable on the first day of such Renewal Term. Client or the Responsible Party, as applicable, hereby authorizes Holdings to collect, when due and without notice to Client, all fees, costs, expenses, and other charges due under this Agreement by EFT from the credit card specified above. All balances due and not paid on or before the due date thereof (whether due to an EFT charge being rejected or otherwise) are subject to a late charge equal to the lesser of (a) the maximum amount permitted under applicable law, and (b) \$25.00. In addition, Holdings shall have the right to assess a \$25.00 service charge for each EFT charge rejected and/or returned check. Late payment of any monthly Installment(s) shall not extend the Expiration Date of any Session(s). If Client or the Responsible Party, as applicable, fails to comply with any of the terms and provisions of this Agreement (including, without limitation, failure to pay any amount due under this Agreement on or before the due date thereof), in addition to any rights and remedies available to Holdings under this Agreement and/or applicable law, Holdings may (i) initiate collection action against Client or the Responsible Party, as applicable, (ii) suspend the right of Client or the Responsible Party, as applicable, to use any USF Club, and/or (iii) terminate this Agreement. Client and the Responsible Party jointly and severally agree to pay Holdings's costs and expenses (including, without limitation, the fees, costs, and expenses of any collection agency and/or attorneys) incurred in connection with the enforcement of this Agreement, including, without limitation, if legal action is brought to enforce this Agreement or collect any amount due under this Agreement, all costs of judgment enforcement. No remedy hereunder is exclusive and each remedy may be exercised successively and concurrently. No failure or delay in exercising any such rights and remedies shall constitute a waiver thereof.

9. **NOTICES: CHANGE OF ADDRESS.** Except as expressly provided in **Addendum A** hereto, all relocation orders and cancellation/termination notices, and all other notices to Holdings or the Club required hereunder, must be in writing and emailed to Holdings at [memberservices@sportandhealth.com](mailto:memberservices@sportandhealth.com). Except as expressly provided herein, notice is not effective if orally communicated (whether in person or by telephone) or sent by fax or personal delivery. Each of Client and the Responsible Party agrees to the use of e-mail, text messaging, mail, telephone (including cell phone), and any other form of communication via a mobile device, the internet, or other electronic or technology-based media as a form of personal and promotional communication from a USF Entity and for purposes of notices to Client or the Responsible Party under this Agreement. Client and Responsible Party's e-mail addresses will not be sold or rented to third parties, but may be made available to contract vendors solely for promoting affinity programs with a USF Entity. Holdings will remove Client and/or Responsible Party's e-mail address from its database upon the written request of Client or Responsible Party, as applicable. If notice is sent by mail to Client or the Responsible Party, such notice shall be mailed to Client (or to Responsible Party c/o Client) at Client's address on the first page of this Agreement and shall be deemed received 5 days following mailing, first class postage prepaid. Client and/or the Responsible Party, as applicable, must give written notice to Holdings promptly via email at [memberservices@sportandhealth.com](mailto:memberservices@sportandhealth.com) of any changes in the name, address, telephone number, EFT information, and other billing or contact information of Client or the Responsible Party, as applicable.

10. **ENTIRE AGREEMENT: CHOICE OF LAW.** This Agreement, including all documents incorporated by reference herein, constitutes the entire and exclusive Agreement between the parties. Any promises, representations, warranties, or understandings, oral or written, express or implied, pertaining directly or indirectly to the terms hereof which are not contained herein, are hereby waived. Except as expressly provided herein, this Agreement may be modified only by an instrument in writing, signed by the party against which it is to be enforced, excepting Club rules and regulations which are effective upon publication. This Agreement shall be governed by, interpreted, and construed in accordance with the laws of the State in which the services contemplated by this Agreement are provided, without regard to its conflicts of laws provision. This Agreement may be assigned by Holdings (whether by merger, sale of assets, or otherwise) and its successors and assigns without the consent of, or notice to, Client. This Agreement shall be binding on Holdings and its successors and assigns and shall be binding on Client. **NO USF CLUB EMPLOYEE IS AUTHORIZED TO MAKE ANY SEPARATE AGREEMENT WITH CLIENT.**

**ADDENDUM A**

**Statutorily Required Terms – Maryland/Montgomery County**

**NOTICE OF CONSUMER RIGHTS**

**1. Health Club Registration and Bonding.** The Bethesda sport&health Club is registered with the Consumer Protection Division of the Office of the Maryland Attorney General, Registration No. \_\_\_\_\_. A surety bond for the Club is maintained in compliance with Subtitle 12B of the Maryland Consumer Protection Act in the amount of \$200,000.

**2. Buyer's Right to Cancel.** The buyer of this Agreement has the right to cancel it within 3 business days after receiving a copy of this Agreement. Cancellation must be by written notice either (i) delivered in person to a Club manager or assistant manager before the Club closes on such third business day, or (ii) mailed by certified mail, return receipt requested, postmarked by the United States Postal Service not later than midnight on such third business day, addressed to: Attention: **Club General Manager, Bethesda sport&health Club, 4400 Montgomery Avenue, Bethesda, Maryland 20814**. A cancellation notice is not effective if orally communicated (whether in person or by telephone), sent by fax, or electronic mail. If the buyer cancels this Agreement in accordance with this provision, the Club will refund any deposit, down payment, or payment on this Agreement, including any initiation, deposit, membership, or other fees. "Business day" means Monday through Friday and Saturday (if the Club is open to members on such Saturday), but excluding any legal holidays.

**3. Buyer's Rights Following Disability.** If the buyer of this Agreement becomes disabled during the term of this Agreement for a period of at least 3 months and the disability is confirmed in writing by a physician, then the term of this Agreement will be extended for a period equal to the duration of the disability.

**4. Buyer's Rights Following Club Closure.** If the Club is closed for a period exceeding 1 month through no fault of the buyer, the buyer is entitled to: (i) extend the term of this Agreement for a period equal to the period during which the Club is closed, or (ii) obtain a refund of the amount paid by the buyer under this Agreement, prorated to the date of closure. If the closure results from the fault of the Club, then the buyer will have the right to select between the foregoing remedies; otherwise the Club shall have the right to select the remedy.

**MONTGOMERY COUNTY, NOTICE OF CONSUMER RIGHTS**

**CANCELLATION AND REFUND.** Under Montgomery County law, you can cancel this contract without any obligation within 3 business days after signing it and receive a full refund. You must notify the Club of your decision to cancel this contract by certified mail or by written notice delivered to the Club at the notification address set forth in Paragraph 2 above in this Addendum A.

**OTHER DISCLOSURES:** Federal law gives you certain rights to stop an automatic charge against your credit card or bank account under this contract. The only charges or fees you are required to pay under this contract are those that are listed on the first page (signature page) of this Agreement.