

SPILLANE'S FIT

For Your Safety:

Panic necklaces are available 24/7 for member use while on SpillanesFIT property. These are located to the left of the turnstyle, near the men's showers and the women's showers. By pressing the red button on the necklace, it will automatically call 911. These need to be returned after use or there is a \$600 replacement fee.

There is a landline phone near the turnstyle in case of an emergency, dial 911. An external defibrillator is available near the turnstyle. In case of emergency use per the instructions located in the device.

Unsupervised Fitness Center and Special Risk:

The Member acknowledges that SpillanesFIT is, at times, an unsupervised/non-staffed fitness center, which may pose a special risk for Members to consider. During non-staffed hours, there is not a CPR certified person on site. The Member assumes all risks associated with using exercise equipment and exercising alone without the aid and presence of club staff. All members utilizing the fitness center during unstaffed hours are required to carry their personal cell phone or a club provided emergency notification device.

Consult with your Physician before starting an exercise program. Medical Declaration by SpillanesFit: SpillanesFit contractors or staff cannot provide a Member or Guest with any medical advice or suggest any medical treatment. Only licensed medical professionals are qualified to give medical advice.

For Participants Under 18:

Minors under the age of 18 years old are permitted to utilize the fitness center only with parent or guardian permission and consent.

Minors under the age of 18 years old are restricted from using the upstairs locker rooms, showers, and related facilities. The designated space for minors to change and use restroom facilities is the downstairs handicap-accessible bathroom. This policy is in place to ensure the comfort and safety of all members.

Access:

Upon commitment to this agreement, the Member receives electronic access via the GymMaster mobile phone application (or a key fob for special circumstances) that provides basic access to use of the facility including cardiovascular and strength equipment during all hours of the day, or any day of the week. (Periodic exceptions may apply). Members must utilize their own electronic access each time to enter the facility.

Club Entry:

A member cannot access the facility without his or her key-fob or electronic access. Club use and membership privileges are personal to the Member. The Member must not allow any other person the use of their member access code to gain access to the club. Doing so may result in

membership suspension or cancellation, with any outstanding membership balance immediately due. If the electronic access or key fob access is shared, this is a theft of service. The 1st offense will result in a \$30 fee per non-member shared access, the 2nd offense will result in a ban from the facility. If the key fob is lost or stolen the Member must alert club management immediately and request a replacement. The replacement fee is \$25.

Surveillance and Security:

Be advised that this facility is under surveillance 24 hours a day. The video record of Member use and access to the facility will be retained by the Club for scrutiny.

Property Loss, Damage, and Locker Storage:

SpillanesFit is not responsible for the loss, theft, disappearance, or damage to any personal property, including money, negotiable securities, or jewelry, belonging to Members or Guests. Members and Guests are encouraged to leave valuables at home. Personal belongings must be stored in cubbies or lockers and are not allowed on the workout floor. Lockers are only to be used during a Member's or Guest's visit to the club, and personal items should not be left overnight. The Club does not provide locks. Towels, clothing, or other items left in lockers or changing areas will be removed at the end of each day. Unclaimed articles will be kept for 48 hours only. Please remember that lockers do not protect valuables from theft.

Club Posted Signs:

All club approved signs posted in the facility or on the premises shall be considered a part of the Policies and Rules of SpillanesFit.

General Conduct:

SpillanesFit does not permit and will not tolerate any inappropriate conduct while utilizing our facilities. Such conduct includes but is not limited to: using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members, guests or SpillanesFit employees.

Dress Code:

Be comfortable. Be modest. Be clean. Wear athletic shoes, no sandals. No jeans, or pants with rivets or zippers that could tear upholstery.

Classes and Bookings:

Classes and personal training sessions must be booked in advance to reserve your spot through the Gymmaster app or online portal. Members who continue to no-show their scheduled bookings, may have their access to bookings and classes removed. We encourage members to only reserve spots for classes and personal training sessions that they fully intend to attend.

Late Cancellation: Cancelling within **3 hours** of class start time will result in a **\$5 fee**.

No-Show: Not attending or not cancelling prior to 1 hour before class will result in a **\$10 fee**.

Waitlist Cutoff: Class attendee list is finalized **3 hours** before class time. Members will not be moved off the waitlist after this time.

Waitlist Responsibility: If you are on the waitlist, you **must intend to attend**. If you no longer can attend, please remove your name from the waitlist through the app. If you are added as an attendee and do not show up or cancel late, the **cancellation and no-show fees will apply**.

Cameras and Cell Phones:

Members and Guests shall not take photos or videos in any form including but not limited to the use of cameras and phones. Cell phones must have ringers turned off. Member and Guest must make every effort to minimize the impact of their cell phone use while in the club. Loud talking will be frowned upon and may result in loss of cell phone use, at the sole discretion of management.

Personal Training:

Personal Training of Members and Guests is restricted to Personal Trainers who are employed by, or in the case of Independent Personal Trainers, recognized by, SpillanesFIT management. Members shall not act as a trainer for any other Members or Guests and any acts that constitute such business activities are prohibited. Use of Personal Trainers not approved by SpillanesFIT is prohibited. Any member engaging in such activity will be subject to immediate cancellation of membership.

Solicitation:

Members or Guests may not solicit other Members or Guests and may not engage in any type of commercial or business activity while upon SpillanesFIT premises.

Steroids:

Steroid use is not allowed at SpillanesFIT. Your membership will be terminated immediately along with any civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

Payment and Billing Terms:

Non-Payment of EFT Billing:

Any monthly EFT billing which is returned for non-payment will be automatically forwarded to, and included with, the next month's EFT billing, including an Incidental Service Charge of \$25 for a returned EFT billing (see below). If the EFT billing attempt results in Non-Payment, the membership will be canceled and the member will be liable for all outstanding monies due at that time. Placing a stop payment on the account does not relieve the Member and Buyer of obligation to comply with Membership Cancellation procedures.

Notice Regarding Returned Checks and EFT Billing:

Any person who makes a check, draft, or order for the payment of money which is dishonored is civilly liable for damages of at least one hundred dollars (\$100) or, if higher, three times the amount of the check up to one thousand five hundred dollars (\$1,500). Except in the case of a

"good faith dispute" placing a stop payment on your account does not relieve you of your obligation to comply with Membership Cancellation procedures. SpillanesFit charges \$30.00 for each returned check, EFT, or credit card payment.

Unpaid Balances:

Accounts with outstanding balances will lose access immediately and a service charge of \$42 for each month overdue. Any cost for collections incurred by SpillanesFit will be added to the member's outstanding balance. Upon termination or cancellation of membership any unpaid balance for services, membership fees, or merchandise will become immediately due. SpillanesFit reserves the right to charge past due balances and related charges to the Membership account under EFT authorization.

Member's Obligation:

Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the SpillanesFIT facilities. Dues are for the period stated in the Agreement. It is the responsibility of the member to update the club of any address, phone or email changes.

I understand that this is a legal document. I acknowledge that I have been given an opportunity to consult with an attorney of my choosing before signing. I have read and understand this document and I am assuming the risk for using SpillanesFit. I sign this document voluntarily intending to be bound hereby.