



EDUCATIONAL ALLIANCE TERMS AND CONDITIONS FOR REGISTRATION

Educational Alliance Building Security Procedures

Visitors to any Educational Alliance Site must adhere to security procedures. You may be asked to open your bags and may be subject to search upon entering the building. You will be asked to show your ID card(s) as you enter the premise. No one will be admitted without a proper ID card. Smoking, skateboards, bikes, in-line skates, scooters, radios, inappropriate clothing or behavior, and pets are not permitted. The Educational Alliance is not responsible for personal property lost, damaged or stolen.

Educational Alliance Code of Conduct

Educational Alliance and all programs reserve the right to suspend or revoke membership and/or program attendance privileges to clients whose behavior is deemed inappropriate or detrimental to the well-being of the Educational Alliance, its members, program participants, or staff. Boisterous and/or profane language or gestures are not permitted on Educational Alliance property. Abusive treatment of members, program participants, and/or staff members will not be tolerated under any condition. Should a client, at any time, have due concern for the conduct of a staff member or client, he/she should contact info@edalliance.org.

Class Registration

Registration for a class may be done in person, by phone, or, online (if available.) To register at the member rate, your membership must be active for the duration of the class. To register at the member rate for children's classes, you must have a Family or Single Parent Family membership. Full payment must accompany registration for classes.

Class Schedules

Class schedules are subject to change based on registration, and may change at any time without notice.

Assumption of Risk

I am aware that the use of Educational Alliance facilities poses certain risks of injury and I expressly assume the risk and responsibility for any accidents or injuries or any kind which I may sustain by reason of my physical exercise and use of the Educational Alliance's facilities. I hereby release, discharge, and absolve the Educational Alliance, its agents, officers, and employees from any and all liability, loss, cost, an expenses (including attorneys' fees) incurred by me as a result of any such accident and / or injury even if it is caused by or results from the negligence of the Educational Alliance, its agents, officers, and employees.

Pro-Rating Registration Fees for Late Starters

When space permits, Educational Alliance will pro-rate the number of classes remaining, with the exception of Aquatics classes. There is no registration for Aquatics after the second class.

Transfer of Classes

Spaces for transfers are subject to availability. There is a \$20 administrative fee for each transfer.

Disclaimer

Educational Alliance is not responsible for errors in third party ads promoting the School's classes.

Single Classes and Trial Classes

A single class price for some Parenting classes may be purchased, pending availability. There is no limit on single classes. Aquatic trial classes may be purchased in the first two weeks of any session, for \$20 pending availability. You may only take one trial class per semester.

Scholarships

Limited scholarships are available for Educational Alliance Art School, MCC Fitness, 14th Street Y Preschool, 14YAfterschool, and 14Y Parenting programs, New Town Day Camp, and New Country Day Camp. Applications are reviewed on a quarterly basis. To receive a scholarship application contact info@edalliance.org

Locker Rentals

Locker rentals are available for medium and box sized lockers for members only. Large lockers are for daily use only. Rentals





are annual only, non-refundable and are prorated based on the date of rental. Day use lockers may not be used for overnight storage. Both non-rented and day use lockers are periodically clipped during the year.

Registration Class Refunds & Credit Policy*

There are no refunds issued for classes or workshops that meet fewer than three times per semester. There are no refunds issued when withdrawing from a class. Eligibility for program credit is determined by the director of that program. To receive a 100% credit, written requests must be received at least one week prior to the first session of class. Credits will only be granted at the discretion of the program director. Class withdraw requests must be submitted in writing to the program director of the appropriate department. Please allow two weeks to process your refund. Credits expire one (1) year from the issue date.

* All fees for the 14th Street Y and Manny Cantor Center Preschool, the Prelude Program and, Summer Camps are nonrefundable.

The Educational Alliance is not responsible for providing makeup classes or issuing credits or refunds for programs missed as a result of client illness, scheduling conflicts, emergencies, or other events beyond our control. All 14th Street Y and Manny Cantor Center programs are subject to change or cancellation. We reserve the right to combine classes.

Federal Tax ID Number

For your tax needs, our tax ID number is 13-5562210.

Photo Releases

The Educational Alliance or its agents may record and / or photograph programs and use such images for publicity at their discretion. Your attendance and / or participation is deemed your consent to appear in such programs, photographs, and recordings without compensation or notification.

Mailing and Email Lists

By agreeing to these terms and clicking submit, you will be added to Educational Alliance email and mailing lists. We will never share your information and you can unsubscribe at any time.

14TH STREET Y: 14Y MEMBERSHIP & FITNESS, AFTERSCHOOL, NEW COUNTRY DAY CAMP, TODDLER CAMP, PARENTING CENTER

14Y New Country Day Camp : Parental Guardian Consent

To participate in the swim program of The 14th Street Y New Country Day Camp, to participate in the trips* taken by The 14th Street Y New Country Day Camp and to participate in hikes taken by The 14th Street Y New Country Day Camp in the Staten Island Green Belt State Park, adjacent to the campgrounds (or similar such places). I understand that the 14th Street Y may photograph and/or videotape my child and/or any member of my family that visits the camp either on-site or at an off-site function and use these photographs/videos for promotional and archival purposes without any financial or legal obligation to the child or parents. Permission is granted to the staff to exhibit or reproduce any artwork done by the child without any financial obligation to the child or parents. The camp may also release photos or video of the child/family or artwork done by the child to the Jewish Community Center Association, Henry Kaufman Campgrounds, Foundation for Jewish Camp, United Jewish Appeal-Federation, or any other supporters or affiliates of the camp for their respective promotional or archival purposes. **Illness or injury:** In case of illness, accident, or injury of any kind to the child while attending the New Country Day Camp, permission is granted for the staff to take the child to the camp nurse. The camp nurse may call a doctor or have the child taken to a nearby hospital for emergency treatment. It is understood that the camp staff and camp nurse will make every effort to reach a parent/guardian or emergency medical contact in the event of illness or injury to a child. If a child receives emergency medical attention resulting from an illness, accident or injury at New Country Day Camp, parents/guardians will assume all medical costs. **Cancellations and refunds:** A withdrawal for any reason will cause a forfeit of deposits and fees. There are no refunds or transfer of funds to other Y programs. Failure to pay in full according to the stated schedules will result in my child being withdrawn from the 2015 New Country Day Camp program with a complete loss of fees paid. If the Y cancels a program, refunds will be issued. There is a \$20 fee per returned check or reversed credit card. The 14th Street Y reserves the right to request withdrawal of a child at any time prior to or during the camp season. In that event, parents or guardians will be responsible for payments covering the portion of the season attended. I will inform the 14th Street Y in writing of any changes in family, address, telephone numbers and email





addresses. Membership: I understand that in order to keep the member rate, my membership must be active throughout the duration of my child's enrollment in New Country Day Camp and I must become a member no later than the date of submitting my child's camp registration. Lost Items: The 14th Street Y is not responsible for personal property, and the family will not be reimbursed for any items lost at camp.*Trips are usually taken on rainy days.

14Y Afterschool Terms and Conditions:

Cancellations and refunds: A withdrawal for any reason will cause a forfeit of the deposit and fees. There are no refunds or transfer of funds to other Y programs. Failure to pay in full according to the stated schedules will result in my child being withdrawn from the After School Program with a complete loss of fees paid. If the Y cancels a program, refunds will be issued. There is a \$90 fee for dropping days during the year. The 14th Street Y is not responsible for providing make-ups or issuing refunds for days missed as a result of vacation plans, scheduling conflicts, illness, emergencies or other events beyond our control.

Any requested change in enrollment status, including adding or subtracting days per week, from this registration agreement must be received in writing. Notification must be received at least two weeks prior to the first of the month, when billing will be processed. There is a \$90 additional fee for dropping a day of after school. This fee will be billed on the subsequent month. If notification of a requested change is not received two weeks in advance of the next billing cycle, the change cannot be completed, and will be implemented during the subsequent billing cycle. If the requested change is to un-enroll from after school entirely, the notification must also be received more than two weeks from the next billing cycle, or the change cannot be made until the subsequent billing cycle. In the event that a child, or children, are unenrolled, the deposit will be applied to the month after services are finished. Finally, note we only pro-rate by months, not by calendar days.

In case of illness, accident, or injury of any kind to the child while attending (14th Street Y After School Program), permission is granted for the child to be treated by a member of the staff. Staff may call a doctor or have the child taken to a nearby hospital for emergency treatment. It is understood that the afterschool staff may make every effort to reach a parent/guardian or emergency medical contact in the event of illness or injury to a child. If a child receives emergency medical attention resulting from an illness, accident or injury at 14th Street Y After School program, parents/guardians will assume all medical costs. Parents/Guardians acknowledge the inherent risks that can result in injury or damage suffered by their child in connection with daily activities. The 14th Street Y and partnering agencies will be indemnified and held harmless in the event of any situations that result in these injuries and/or damages.

The 14th Street Y reserves the right to request withdrawal of a child at any time during the school year program. In that event, parents or guardians will be responsible for payments covering the portion of the year attended.

Permission is granted to the staff to exhibit or reproduce any artwork done by the child without any financial obligation to the child or parents. I understand that The 14th Street Y and those it authorizes, may photograph, sound record, and/or video record my child in the After School activities and use them in any medium now or hereafter known, in original or modified form, and with or without name or information about my child. The photograph and/or my child's name will be used for the purpose of supporting the 14th Street Y and its charitable purpose. I understand and agree that I will not be paid for any such use.

I understand that all contact information given by me is up-to-date and the only information the 14th Street Y Afterschool program will have. No other contact information will be passed along by other departments in the 14th Street Y. I agree that I gave the correct contact information and that these phone numbers and e-mail addresses are how I wish to be contacted. I will inform the 14th Street Y Afterschool program in writing, in case of any changes of contact information or authorized pickups immediately.

I understand that in order to take advantage of the member rate my family membership must be active throughout the duration of my child's enrollment in the After School program. I understand that I am only eligible for Early Bird pricing if the registration has been completed and is submitted and paid by the registration deadline.

I give permission for my child to travel on a Metropolitan Transit Authority bus. I understand that a Counselor from the 14th Street Y will pick up my child from his/her school and escort him/her to the 14th Street Y.

A non-refundable, non-transferable registration fee/deposit in the amount of 10% of my tuition bill is due for each child at time of registration. Incomplete registration forms and those not accompanied by payment or signed contract will not be processed.





Installment Payment Plan. A credit card number must be provided to create a monthly installment payment plan. Your child's afterschool tuition will be divided into NINE equal payments from September to June for Full Year registrations and FOUR equal payments for Semester Registrations, from September to January for Fall and February to June for Spring. These payments will be automatically charged to the credit card on file on the first business day of each month. If you need to change your credit card number or supply a different form of payment, please contact the Registrar's office. There is a \$20 fee per reversed credit card or returned check. Your deposit will be applied to your final month's payment.

Cancelations and refunds: A withdrawal for any reason will cause a forfeit of deposits and fees. There are no refunds or transfer of funds to other Y programs. Failure to pay in full according to the stated schedules will result in withdrawal from program with a complete loss of fees paid. If the Y cancels a program, refunds will be issued.

Changes in enrollment must be communicated in writing to the Afterschool Director with at least two-weeks' notice before the 1st of the month.

There is a \$90 fee for dropping days during the year. There is not fee if you add days to your child's enrolment.

14Y Afterschool Fees

A late fee of \$15 will be charged to your account for pick up 15 minutes after dismissal. A late fee of \$45 will be charged to your account for pick up 30 minutes after dismissal

There is a \$20 fee per reversed credit card or returned check. There is a \$90 fee for reducing your child's enrollment in the middle of the program. There is no fee if you add days to your child's enrolment. If your child attends fewer than 5 days per week, and you need coverage on a day that your child is not attending afterschool, you can choose a "Drop-in Day" for a fee of \$45 per day. We are unable to swap days of attendance within the week.

Terms and conditions for 14Y Parenting Family Center Programs and Toddler Camps

Parenting Center Registration and Cancellation Policies

To register at the Member rate, your membership must be active for the duration of the class and you must present your membership card at the time of registration. Full payment must accompany registration for classes. When space permits, you may register for a class after the start date. We will pro-rate the remaining classes and charge \$10 for administration fees. Subject to availability, you may transfer classes. There is a \$10 administrative fee for each transfer. This policy does NOT apply to Aquatics classes, for which prorating does not apply and registration is closed after the second session.

There are no refunds or credits issued for classes or workshops that meet fewer than three times per semester. There are no refunds issued when withdrawing from a class. Eligibility for program credit is determined by the director of that program. To receive a 100% credit, written requests must be received at least one week prior to the first class. Class withdraw requests must be submitted in writing to the program director of the appropriate department. Credits are computed from the date written notice is received. Please allow six weeks to process any withdraw transaction. * All fees for the 14th Street Y Preschool, Two X Two Program, and Summer Camps are nonrefundable. The 14th Street Y is not responsible for providing makeup classes or issuing credits or refunds for programs missed as a result of client illness, scheduling conflicts, emergencies, or other events beyond our control. All 14th Street Y programs are subject to change or cancellation. We reserve the right to combine classes. If the 14th Street Y cancels a program, refunds will be issued.

14Y Fitness & Membership:

By pressing submit, I accept all Terms and Conditions of Membership as provided in Membership Rider Agreement as well as any other rules and regulations adopted by the 14th Street Y.

Rider: Terms and Conditions of 14th Street Y Membership Agreement

This Membership Agreement ("Agreement") is between the 14th Street Y and the applicant for membership identified on the front of this Agreement ("Member").

Article I. Membership

Section 1. Eligibility for Membership





All membership agreements must be on forms prescribed by the 14th Street Y and are subject to approval by authorized personnel of The 14th Street Y and payment of the required fees. Persons 18 or older may become members. At the discretion of the 14th Street Y, individuals 6 months to 17 years may be included in a family membership. Minors between the ages of 13 and 17 inclusive, with proof of age, may join with written parental approval on the front of this Agreement.

Section 2. Nature of Membership

Membership confers solely the right to use and enjoy the virtual programming offered by the 14th Street Y in accordance with the 14th Street Y's rules and regulations, as they may change from time to time. Membership does not confer any interest in the property or assets of the 14th Street Y or any right to participate in the management or operations of the 14th Street Y, financially or otherwise.

Section 3. Fees and Charges

Dues. Member shall pay dues each month pursuant to an electronic funds transfer ("EFT") as set forth within this Agreement and may terminate his/her membership in accordance with the Termination procedures outlined in Article I, Section 4 of this Agreement. The dues for each category of membership shall be subject to change. The amount of such dues will be automatically transferred from Member's bank account, credit card or debit card once each month on or after the due date for payment. The dues of any and all additional members added to Member's membership will be paid by Member.

Rejected Payment Charges and Late Fees.

A Rejected Payment Charge of \$15 will be assessed for: returned checks, insufficient funds, closed accounts, frozen or declined credit/debit cards or similar circumstances, which result in late or delayed payment to The 14th Street Y. A Late Fee of \$15 will be assessed to any Member's account which is not brought current by the 15th of the month. Rejected Payment Charges and Late Fees may be subject to change. Member is responsible for providing accurate and updated information on their electronic funds account to insure timely receipt of dues payment. The 14th Street Y reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is brought current.

Section 4. Membership Termination and Cancellation

Disability or Death

This Agreement shall be subject to cancellation by notice sent by registered or certified mail, return receipt requested, or personally delivered, to the address of the health club specified in the Agreement upon the Member's death or permanent disability, if the permanent disability is fully described and confirmed to The 14th Street Y by a physician.

Involuntary Termination

The 14th Street Y reserves the right at any time to terminate the membership or privileges thereunder of any member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by The 14th Street Y or for any conduct The 14th Street Y determines in its discretion to be improper or in any way contrary to the best interest of The 14th Street Y and its membership. The membership may be terminated by notification in writing mailed to the last address shown on the records of the 14th Street Y for the member being terminated. The terminated member will remain liable for all dues and other indebtedness incurred prior to the date of termination, which shall be three (3) business days following the date on which the termination notice is mailed by The 14th Street Y.

The 14th Street Y further reserves the right to cancel Virtual Memberships at any time.

Voluntary Termination

The Member may voluntarily terminate his or her membership with the 14th Street Y by providing advance written notice of cancellation to The 14th Street Y, subject to the following terms and conditions:

Written voluntary termination notices received by The 14th Street Y by the last day of the month, having completed two month commitment period. Otherwise termination will be effective as of the next billing date.

Dues will continue to accrue until the termination is effective. Members are still responsible for all outstanding dues and fees. Late Fees will continue to accrue on any unpaid balance on the portion of the used membership until that balance is paid in full. After Member's termination has become effective, he/she will not be subject to any further dues and all membership privileges will be terminated.



Section 5. Resale of Membership

Member may not sell or otherwise transfer his or her membership to another party.

Section 6. Changes to Membership Status Membership Type Conversion.

Member may convert to another available type of membership by giving advance written notice to The 14th Street Y commencing payment of the dues of the new membership type. Notices requesting conversion of membership type received by The 14th Street Y on or before the last day of the month will become effective on the first day of the following month.

Section 7. Membership as part of a Medical Insurance Supplementary Benefit.

If the membership dues, or lack thereof, are contingent on a supplementary benefit program afforded to the member by their health insurance provider, the member is eligible for this cost reduction only as long as they are participants in the program.

Article II. Waiver of Claims

Section 1. Waiver of Liability and Assumption of Risk.

With respect to my voluntary participation in The 14th Street Y, I understand that there may be health risks associated with activities requiring physical exertion, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death. I assume full responsibility for any and all injuries or damages from the risks of my participation in program activities which may hereafter occur to me.

I certify that I am capable of performing physical exercise and acknowledge that I am voluntarily participating in an exercise activity offered by the 14th Street Y, and using equipment with knowledge of the dangers involved. I understand that I will be fully responsible for complying with any restrictions prescribed for me by my personal physician. I will review any physician-prescribed personal wellness program with my physician prior to my commencing exercise and will periodically review my status and program with my physician.

It is further understood that neither the 14th Street Y nor staff will be monitoring my individual use of the facilities or exercise equipment. I understand that neither the 14th Street Y nor staff contain medical professionals and have received training in physical activity programming for healthy individuals who do not require exercise in a medically supervised environment. If I experience dizziness, fainting, nausea, muscle cramping or any other symptoms while exercising, I will discontinue the activity, notify the staff, and consult my physician.

In consideration of being permitted to participate in The 14th Street Y health, wellness and fitness program., I hereby waive any and all claims I may have, on behalf of myself, my heirs / executors / administrators, and assigns, the Y, and each of their respective directors, officers, employees, agents, contractors, sponsors, other participants and all others from all liability for injury, death, or loss suffered by me while participating in the Program, using the facilities, engaging in any activities incidental thereto, including traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of The 14th Street Y, or those released hereby.

In the event of an emergency, I grant the 14th Street Y permission to authorize emergency medical care and treatment for myself or any minor(s) named on this Agreement for the duration of his/her participation in this designated activity.

By using the facilities of the 14th Street Y, the Member expressly agrees that the 14th Street Y, and their respective subsidiaries, affiliates, directors, employees, agents, successors, and assigns shall not be liable for any damages arising from personal injuries sustained by the Member in, on, or about the facilities, or as a result of Member's use of the facilities and the equipment therein. This includes the indoor health center, the aerobics facility, the pool and any exercise activities conducted outside the facility. By executing this agreement, Member assumes full responsibility for any injuries or damages that may occur to the Member in, on, or outside the facilities and further agrees that The 14th Street Y, and their respective subsidiaries, affiliates, directors, employees, agents, successors, and assigns shall not be liable for any loss or theft of personal property. In assuming full responsibility for the risk of injuries, damages, or losses that may occur to the Member in, on, or outside the facilities, Member does hereby fully and forever release and discharge the 14th Street Y, and their respective subsidiaries, affiliates, directors, employees, agents, successors, and assigns, from any and all claims, demands, damages, rights of action, or cause of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Member's use or intended use of the said facilities and equipment thereof, including but not limited to any claim for negligence alleged against Educational Alliance/14th Street Y, or their respective subsidiaries, affiliates, directors, employees, agents, successors, and assigns.



This Waiver of Liability and Assumption of Risk shall be binding upon my heirs, spouse, or other next of kin, executor, administrators and assigns. It is my intent to give full legal validity to this agreement and affirmation and should any part thereof be deemed to be invalid, to give full legal affect to the balance thereof.

Article III. 14th Street Y Code of Conduct

The 14th Street Y reserves the right to suspend or revoke membership and/or program attendance privileges to clients whose behavior is deemed inappropriate or detrimental to the well-being of the 14th Street Y, its members, program participants, or staff. Boisterous behavior and/or profane language or gestures are not permitted on 14th Street Y property. Abusive treatment of members, program participants, and/or staff members shall not be tolerated under any condition. Overt or subtle forms of harassment (physical, verbal, or written) based on race, nation of origin/ethnicity, religion, color, gender, sexual orientation, age, ability/disability status or membership in any other legally protected group shall not be tolerated and will be directly addressed. The 14th Street Y aspires to create an environment where staff, members and guests feel safe to speak about incidents of harassment, and the 14th Street Y aims to protect those community members who speak out. Should a person, at any time, have due concern for the conduct of a staff member or patron, he/she should contact our membership department at info@14streetY.org.

Article IV. Enforceability.

If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances. Modifications or additions to the pre-printed terms of this agreement, other than the completion of existing blanks, are unauthorized and will not be honored by The 14th Street Y.

14Y Virtual Membership Agreement

Month to Month Agreement - I understand that this is a month to month agreement starting on the sale date 14Y Virtual Membership: \$29.99 Per Month

Manny Cantor Center: Educational Alliance Art School, MCC Fitness

Educational Alliance Art School @ MCC Policies, Terms and Conditions

Open Studio Time – Open Studio Times are available for currently enrolled adult students in qualifying classes only. Please email art@mannycantor.org for more info.

Supplemental Ceramics Fees – Up to 25 pounds of clay and 1000 cubic inches bisque and glaze firings are included with each course. Additional clay can be purchased for \$20/bag and firing fees of 4 cents per cubic inch will be charged after the first free 1000 cubic inches of firing (One time credit card payments required before the end of the term). We recommend that you select “Save this card for future transactions” at the time of registration.

Calendar Or Instructor Changes – The Art School reserves the right to change the term calendar, withdraw or modify course of instruction, or substitute instructors at any time. Instructors assigned to listed classes may be subject to change without notice. All refund deadlines apply.

Course Cancellations – If a class is cancelled due to insufficient enrollment, registrants will be notified by email or phone within 24 – 48 hours before the first class. Registrants will be given the opportunity to transfer to another class or issued a refund. Refunds will include the total cost of the course fee, including registration and materials fees (if applicable).

Class Session Cancellations & Inclement Weather – If a class is cancelled due to emergency weather closings, the Art School will make every effort to reschedule another class session. The School is not responsible for issuing reimbursements or providing alternative classes for those missed due to instructor illness, substitute teachers, or other events beyond the School's control. Attending other course sections is not permitted. The School does not prorate for missed classes





Cell Phone Policy – As a courtesy to instructors and fellow students, cell phones must be silenced during class time. Please refrain from texting or making calls during class. If a student must take a call or send a text, please step out of the classroom to do so.

Use Of Image Or Artwork – The Art School periodically documents educational offerings and events for promotional purposes. Registration in a course or attendance at an event includes permission to photograph or videotape students and/or their artwork and to use the image in publicity materials unless students and/or attendees specifically request otherwise.

Manny Cantor Center Fitness Informed Consent And Release Of Liability

With respect to my voluntary participation in any physical activity or exercise program, as the case may be (the “Exercise Activities”), conducted in, on, around, about, or outside of the Manny Cantor Center (the “Center”), owned by Manny Cantor Center of Educational Alliance (“Owner”), and managed by EXOS Community Services, LLC (together with its affiliates, “EXOS”), I understand that there may be health risks associated with the Exercise Activities requiring physical exertion, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death. I assume full responsibility for any and all injuries or damages from the risks of my participation in the Exercise Activities in, on, around, about or outside of the Center which may hereafter occur to me.

I certify that I am capable of performing physical exercise and acknowledge that I am voluntarily participating in the Exercise Activities offered in, on, around, about, or outside of the Center and using equipment with knowledge of the dangers involved. I understand that I will be fully responsible for complying with any restrictions prescribed for me by my personal physician. I will review any physician-prescribed personal wellness program with my physician prior to my commencing exercise and will periodically review my status and program with my physician.

It is further understood that neither the Owner, Center staff, nor the EXOS staff will be monitoring my individual participation of the Exercise Activities in, on, around, about or outside of the Center or use of any exercise equipment. I understand that neither the Owner, Center staff nor the EXOS staff contains medical professionals and have received training in physical activity programming for healthy individuals who do not require exercise in a medically supervised environment. If I experience dizziness, fainting, nausea, muscle cramping or any other symptoms while participating in the Exercise Activities, I will discontinue the activity, notify the Center staff or the EXOS staff, and consult my physician.

In consideration of being permitted to participate in the Exercise Activities in, on, around, about or outside of the Center and use any equipment therein, I hereby waive any and all claims I may have, on behalf of myself, my heirs, executors, administrators and assigns, against the Owner, EXOS, and each of their respective subsidiaries, affiliates, directors, officers, employees, agents, contractors, sponsors, successors and assigns, other participants and all others (“Released Parties”) from all liability for injury, death, or loss suffered by me while participating in the Exercise Activities conducted in, on, around, about, or outside of the Center, engaging in any such activities incidental thereto, including but not limited to traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of the Released Parties.

By participating in the Exercise Activities conducted in, on, around, about or outside of the Center, I expressly agree that the Released Parties shall not be liable for any damages arising from personal injuries sustained by me in, on, around, about or outside of the Center, or as a result of my use of the Center and the equipment therein. By executing this Consent and Release of Liability, I assume full responsibility for any injuries or damages that may occur to me during my participation in the Exercise Activities, in, on, around, about or outside the Center, or my use of any such equipment hereunder, and I further agree that the Released Parties shall not be liable for any loss or theft of personal property. In assuming full responsibility for the risk of injuries, damages, or losses that may occur to me in, on, around, about or outside the Center, I do hereby fully and forever release the Released Parties from any and all claims, demands, damages, rights of action, or cause of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Exercise Activities in, on, around, about or outside of the Center and equipment therein, including but not limited to any claim for negligence alleged against the Released Parties.

In the event of an emergency or non-emergency situation requiring medical or dental treatment, I hereby grant permission for any and all medical and dental care to be administered to me, until such time as the designated emergency contact can be



contacted. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation and supervision of qualified medical personnel. I further authorize the Center to release my personal information necessary for medical or insurance purposes. I agree to release the Owner, the Center or EXOS from any and all liability for medical or dental aid rendered, and I understand that I am responsible for all medical or dental expenses incurred for such aid.

The Owner, the Center, and EXOS reserves the right to take photography and/or video of any/all programs and activities and use them for advertising and publicity purposes. I will not be compensated in any way for the use of this material. I hereby consent to the taking of photography and/or video and acknowledges that he/she will not be compensated for any use of such photography and/or video by the Owner, the Center, or EXOS. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations," unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or I shall be otherwise advised of the amendment or supplement to the Rules and Regulations as necessary. Current Rules and Regulations can be found at the Center website or can be requested from any staff member of the Center.

I understand that the Center reserves the right at any time to terminate the membership, or privileges thereunder, of any member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by the Center or for any conduct the Center determines, in its sole and absolute discretion, to be improper or in any way contrary to the best interest of the Center and its membership. This membership may be terminated by notification in writing mailed to the last address shown on the records of the Center for the member being terminated. I understand that I will remain liable for all dues and other indebtedness incurred prior to the date of termination, which shall be three (3) business days following the date on which the termination notice is mailed by the Center.

This informed Consent and Release of Liability shall be binding upon my heirs, spouse, or other next of kin, executor, administrators and assigned. By clicking submit, I am agree to all above terms and conditions in perpetuity.