

# PREPAID MEMBERSHIP AGREEMENT

**DATE: May 16, 2024**

## SECTION 1: PARTIES TO THE AGREEMENT

**CLUB INFORMATION:** d/b/a 9Round ("9Round," "Company," "we," "our" or "us"), an independently owned and operated franchise of 9Round™, and its successors and assigns.

**CLUB OF ENROLLMENT:** 9Round Edmonton, AB - Manning Dr. NW & 137 Ave. 196 Manning Crossing NW Edmonton Alberta T5A 5A1. If you have questions about 9Round, please visit us at [www.9round.com](http://www.9round.com).

### MEMBER INFORMATION:

Member Name: ("Member," "you" or "your") Email:

Address:

Birth Date: Gender:

Home #: Cell #: Work #:

**BUYER INFORMATION:** (if different from Member; the Buyer is the person paying for services)

Buyer Name: ("Buyer")

## SECTION 2: SUMMARY OF TERMS AND ACCOUNT CHARGES

### MEMBERSHIP BASICS

- As a prepaid member, you are choosing to pay for your entire membership up front and in full.
- You may choose to prepay for your membership in several installments, due at different times. You would still have a prepaid membership.
- This Agreement will be effective for a fixed term, beginning May 16, 2024 and ending May 30, 2024 ("Initial Term").
- With limited exception (as described herein), you may not cancel your membership during the Initial Term and 9Round will not issue you a refund.
- At the end of the Initial Term, your prepaid membership will automatically expire.
- To avoid a lapse in service, you should speak to a 9Round sales team member before the end of your Initial Term to actively renew your membership.

### TERMS OF YOUR PREPAID MEMBERSHIP

### PROMISE TO PAY SCHEDULE

Membership to begin	May 16, 2024
Membership to end	May 30, 2024
Initial Term (in months)	0.5
Total Down	40.95
Promise to Pay Amount	As Detailed Above
Enrollment Fee	0
Sales Tax	5
<b>TOTAL DUE NOW</b>	<b>40.95</b>
<b>OTHER CHARGES/FEEES*</b> (other charges/fees may apply)	
Membership Key FOB	1 <sup>st</sup> free; \$5 per replacement FOB
Late Charge	\$20 per late payment
Returned Item Fee (i.e., bounced check; payment returned for insufficient funds)	\$25 per returned item

### SECTION 3: BUYER'S RIGHTS

**PLEASE BE AWARE THAT IF YOU CHOOSE TO PAY FOR ANY PART OF THIS AGREEMENT IN ADVANCE, YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH CLUB CEASES TO CONDUCT BUSINESS. THIS HEALTH CLUB OR STUDIO DOES NOT POST A BOND, AND THERE MAY BE NO OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.**

### SECTION 4: RESCISSION; CANCELLATION POLICIES; REFUNDS

**RESCISSION.** YOU MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3<sup>RD</sup>) BUSINESS DAY AFTER THE DATE YOU SIGNED THE AGREEMENT. ALL RESCISSION NOTICES MUST BE MADE IN WRITING AND DELIVERED IN PERSON OR SENT BY REGISTERED OR CERTIFIED MAIL TO: 9Round Edmonton, AB - Manning Dr. NW & 137 Ave. 196 Manning Crossing NW Edmonton Alberta T5A 5A1.

**CANCELLATION RIGHTS.** After the three-day rescission period, you may cancel this Agreement if you qualify as follows:

**(a) You die or become permanently disabled.** If, by reason of death or permanent disability, you are unable to receive all services for which you contracted, then you or your estate may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. A "permanent disability" means a condition which completely prevents you from using the facilities. 9Round reserves the right to have your permanent disability verified by a physician. 9Round shall retain the value for services already provided prior to your death or the onset of permanent disability.

**(b) You move.** If you move more than 25 miles from your original club of enrollment, and 9Round is unable to transfer your membership to a comparable facility within 25 miles of your new residence, then you may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums.

**TERMINATION OF PREPAID MEMBERSHIP; REFUNDS.** If you properly rescind or cancel the Agreement, you will be issued a refund for any prepaid sums within 30 days after 9Round's receipt of your proper notice of rescission or cancellation. At your election, refunds may be processed electronically back to the credit card or designated account on file. If you do not qualify for rescission or cancellation as described above, then you may not terminate your prepaid membership prior to the end of the Initial Term. Once your Initial Term ends, your prepaid membership will expire automatically. To avoid a lapse in your ability to use 9Round's facilities or services, please speak to a 9Round sales representative at least 30 days prior to the end of your Initial Term.

**NOTICE.** All notices under this Agreement may be delivered in person to the club, or sent via certified mail to 9Round Edmonton, AB - Manning Dr. NW & 137 Ave. 196 Manning Crossing NW Edmonton Alberta T5A 5A1.

### SECTION 5: AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

All references to "I" or "me" in this section shall refer to you:

By signing below, I am preauthorizing ClubReady, LLC ("ClubReady"), a third party billing company located at 333 Ozark Trail Dr., Ste. 50, St. Louis, MO 63011, to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of billing all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) ClubReady may bill my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) charges may appear in my bank statement under the prefix "CLR" followed by my club's name, phone number and state; (f) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, but signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (g) billing inquiries can be directed to ClubReady at 1 (800) 405-4818. I expressly authorize ClubReady, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (SMS text charges may apply), and whether through use of an auto-dialing device or not.

**Buyer's Acceptance:** (electronic signature) 3.12.150.250 Date Signed and Accepted May 16, 2024

## **SECTION 6: RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY**

**USING THIS FACILITY OWNED BY D/B/A 9ROUND, OR ANY OTHER 9ROUND FACILITY, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY 9ROUND, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE 9ROUND FRANCHISING, LLC, , AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF 9ROUND, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 9ROUND FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 9ROUND ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE RELEASEES WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND 9ROUND ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT 9ROUND.**

## **SECTION 7: MEDICAL CONDITIONS; 9ROUND RULES; OTHER PROVISIONS**

**MEDICAL CONDITIONS. BEFORE USING 9ROUND'S SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE 9ROUND FACILITY AND SHALL INDEMNIFY 9ROUND, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES, EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT. IT IS RECOMMENDED THAT YOU GET A PHYSICAL EXAM BY YOUR PHYSICIAN PRIOR TO COMMENCING ANY EXERCISE PROGRAM, ESPECIALLY IF YOU ARE CONSIDERED "AT RISK," WHICH GROUP INCLUDES, BUT IS NOT NECESSARILY LIMITED TO, THE ELDERLY OR PREGNANT WOMEN, OR MEMBERS UNACCUSTOMED TO PHYSICAL EXERTION, OR THOSE WHO HAVE PHYSICAL LIMITATIONS, A HISTORY OF HIGH BLOOD PRESSURE, HEART PROBLEMS OR OTHER CHRONIC ILLNESSES, OR IF YOU HAVE A HISTORY OF HEART DISEASE.**

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to a 9Round manager at 9Round Edmonton, AB - Manning Dr. NW & 137 Ave. 196 Manning Crossing NW Edmonton Alberta T5A 5A1, or call (780) 244-2404.

**TEXT (SMS) MESSAGES.** You give express written consent to 9Round and its authorized service providers to contact you via text (SMS) at the cell phone number listed above for any matter related to your account, including collection of past due fees, as well as promotions, offers or other advertisements related to 9Round's products, facilities or services.

**NO HEALTH WARRANTIES.** 9Round makes no claims as to medical results that can or may be obtained through use of any 9Round facility. 9Round has neither suggested nor will it suggest any medical treatment to any of its members; only licensed medical professionals are qualified to give medical advice. You are instructed not to act on the advice given by any 9Round employee, unless such advice has been verified by your licensed professional physician.

**ILLEGAL SUBSTANCES.** Illegal substances, including steroids, are strictly prohibited at 9Round's facilities.

**STEROID WARNING. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damage liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. There are also civil and criminal penalties for the unauthorized sale, use or exchange of anabolic steroids.**

**LOSS OF PROPERTY.** You and guests are encouraged not to bring valuables onto the premises of a 9Round facility. 9Round shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left by you or your guests.

**HAND-WRAPS/GLOVES.** Loaner gloves will be provided free of charge for your trial period only. Once you become a member, you are required to use 9Round-branded hand-wraps and gloves. For safety and sanitary reasons, no member will be allowed to work out without the required 9Round hand-wraps and gloves.

**PROOF OF MEMBERSHIP.** You will receive one membership key fob (the "Membership Fob") from 9Round and must present it to the reception desk personnel each time you enter a 9Round facility. Lost Membership Fobs will be replaced for a fee of \$5, which may be adjusted from time to time. The Membership Fob must be replaced if lost. Membership privileges are limited to the person in whose name the Membership Fob is issued. Improper use of the membership will result in confiscation of the Membership Fob and can result in immediate revocation of your membership. If you wish to use 9Round's facilities without your Membership Fob, you will be required to provide proof of identity (e.g., valid driver's license).

**DRESS CODE.** Proper athletic attire is required, including a shirt and athletic shoes at all times, while inside any 9Round facility. 9Round reserves the right to make the final determination in its sole discretion with regards to appropriate attire.

**SMOKING.** Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times in all 9Round facilities.

**DESCRIPTION OF SERVICES; HOURS OF ACCESS.** This Agreement entitles you to access the 9Round facilities and services during normal business hours, which will be posted at each 9Round location. 9Round reserves the right to revise its list of available equipment and services at any time for any reason; 9Round equipment may include light weights, kettle bells, jump ropes, punching bags and medicine balls. A 9Round workout involves a member transitioning between nine different exercise stations in a circuit-type format. Each station exercise lasts three minutes, followed by a 30-second transition and rest period. A bell will sound each time a member should transition to the next exercise station. Specific exercises and/or equipment at each circuit station are subject to change. 9Round does not offer individual or group "training classes," although a 9Round trainer (employee) will be present at all times during normal business hours to offer encouragement and instruction when necessary. All 9Round workouts are subject to exercise station availability. Members are encouraged to do only one 9Round circuit per day.

**IMAGE USE.** You understand that while on 9Round premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the 9Round website and/or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

**MINIMUM AGE REQUIREMENT.** The minimum age for 9Round membership is ten (10) years old. Minors under the age of eighteen (18) are required to obtain the consent of a parent or legal guardian, who must sign this Agreement and remain responsible for all fees and other charges. Minors under the age of fifteen (15) must have a parent or legal guardian present at all times during the 9Round workout.

**MEMBERSHIP TERMINATION.** We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

**DISPUTE RESOLUTION (U.S.). OTHER THAN A CLAIM FOR PERSONAL INJURY, OR A CLAIM BROUGHT IN SMALL CLAIMS COURT, YOU AGREE THAT ANY DISPUTE WITH 9ROUND, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, WILL BE RESOLVED, FIRST, THROUGH INFORMAL DISCUSSIONS WITH 9ROUND, THEN, IF UNSUCCESSFUL, BY NON-BINDING MEDIATION. IF A**

MEDIATOR CANNOT RESOLVE THE DISPUTE, THEN YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR UNDER THE THEN-CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN A LOCATION NEAR YOUR CLUB OF ENROLLMENT. YOU AND 9ROUND FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE NOT TO PARTICPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT IF 9ROUND IS A PARTY TO THAT PROCEEDING. IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION PROVISION, YOU MAY OPT OUT BY SENDING A WRITTEN NOTICE TO 9ROUND WITHIN 90 DAYS AFTER THE DAY YOU SIGN THIS AGREEMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBITRATION COSTS WILL BE BORNE BY 9ROUND IN AN AMOUNT AS FAIRLY DETERMINED BY THE ARBITRATOR.

**ENTIRE AGREEMENT.** Verbal agreements with a 9Round employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 9Round, as revised from time to time, constitute the entire and exclusive agreement between you and 9Round, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**GOVERNING LAW.** This Agreement shall be interpreted under the laws of the State in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the State in which you execute this Agreement.

**LIMITED LIABILITY.** Unless controlling legal authority requires otherwise, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

**Buyer's Acceptance:** (electronic signature) 3.12.150.250 Date Signed and Accepted May 16, 2024

**COSIGNER (ONLY NEEDED IF MEMBER IS A MINOR OR THERE WILL BE A FINANCIAL CO-SIGNER ON THE ACCOUNT)**

**PARENT/GUARDIAN.** On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**FINANCIAL COSIGNER.** I promise to pay any financial obligation that the Buyer does not pay for any reason. I also agree to indemnify 9Round to the fullest extent permitted by law for any claim brought against 9Round by the Member (or Buyer, if different from Member). I understand that my obligations can only end if the Member/Buyer properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

**Cosigner/Parent/Guardian Acceptance:** (electronic signature) 3.12.150.250 Date Signed and Accepted May 16, 2024