

THE ATHLETIC COMPANIES RULES & POLICIES

These Athletic Companies Rules & Policies, as modified and amended from time-to-time (the "Rules & Policies"), are incorporated into and a part of the Assumption of Risk, Release, Waiver of Liability, and Indemnification (the "Liability Waiver") and Member Agreement (collectively referred to as the "Athletic Facility Documents"). Capitalized terms used but not defined in the Rules & Policies have the meanings given to them in the applicable Athletic Facility Documents. If you are utilizing our Jeffrey Park Facility, then the Jeffrey Place Community Center Rules and Regulations attached as Exhibit A shall apply to the extent they conflict or are inconsistent with these Rules and Policies.

Harassment and Intimidation: The Athletic is committed to maintaining an environment free from harassment or intimidation. Any form of harassment or intimidation based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status is expressly prohibited. The Athletic will not tolerate or condone harassment or intimidation of employees, Members, or Guests by managers, supervisors, coworkers, contractors, vendors, suppliers, Members, Guests, or other third parties. Any Member or Guest who engages in such conduct must immediately exit the Facility and may have their membership revoked.

Attire: The Athletic wants you to come to the Facility fully prepared for strenuous activity: enclosed running shoes, athletic shorts/pants, athletic top, towel, and water bottle. A sports bra is considered an appropriate athletic top for women. The Athletic reserves the right to refuse entrance to anyone who is not properly attired or is wearing clothing that may be considered offensive to others such as t-shirts with vulgar, sexually suggestive, or racially offensive language or graphics. If you are refused entrance, you may forfeit a class or be charged for the class as set forth above. **CLEAN athletic shoes are required for each Facility.**

Check-in: Each Member or Guest shall check in with front desk upon entering a Facility. A digital identification picture must be taken of you to ensure correct identification of each Member and Guest. This picture ensures that no one else may use your membership account. The Athletic staff has the right to request a second form of identification, such as a driver's license, upon check-in to confirm your identity. You will not be allowed to use the Facilities if your membership has expired, is on hold, or if your use of the Facilities has been suspended. If you received a membership card, there is a Five Dollar (\$5.00) fee to replace a lost or stolen card. If you are asked to leave for any reason, you will immediately leave the Facility.

Group Fitness Classes

- **8 Hour Class Cancellation Policy:** If you reserve a place in a class but fail to cancel 8 hours in advance and fail to show up for the class, you may forfeit a class **or**, if you have used your monthly membership, unlimited membership, or class package, or you are not a member or package holder (i.e., you are a drop in Guest at the Facility), as applicable, your credit card on file may be charged the amount for an additional class consistent with the terms of the applicable Athletic Facility Document. You may also be subject to an additional surcharge if such a surcharge is in place at the Facility where you registered for a class.
- **Late Arrival:** If you are more than 5 minutes late for your class, you may not be permitted to enter and may forfeit the class or be charged as set forth above.
- **Early Entry:** For the safety of all Members and Guests, you will not be permitted in the class area unless a Coach is present.
- **Class Capacity:** The Athletic classes are limited in size and may reach capacity. Nothing in your

Athletic Facility Documents guarantees your ability to attend classes that have reached capacity and for which you did not register in advance.

- **Waitlist Procedure:** If you are a Member or class package holder, you may add yourself, or request that a Coach add you, to the waitlist of any normally scheduled class. Being added to a waitlist, however, does not guarantee your entrance into a class. If you are on a waitlist for a class and a spot opens up at least 8 hours in advance of the class, you will be automatically added into the class. If you fail to show up for the class, you may forfeit a membership or class package or be charged for the class as set forth above. Please see a Coach for more details regarding the waitlist process.

Personal Training/Small Group Training

- **No Outside Trainers:** Any personal training at The Athletic Facilities may only be performed by a staff member ("Coach"), no outside trainers are allowed.
- **Coach Availability:** Should a Coach become ill, is away on vacation, or is otherwise unavailable, another Coach will be assigned to you so that your fitness progress does not suffer. If a particular Coach is no longer employed by The Athletic, a suitable replacement Coach will be assigned to oversee your training and workout sessions. You are not always guaranteed to have the Coach you desire, but all efforts will be taken to accommodate you and your needs.
- **Late Arrival/Cancellation Policy:** Should you arrive late, there is no guarantee you will receive the full session with your Coach. Conversely, if your Coach is late for a session, you will still receive the full session time. You must give at least 24 hours' notice of not being able to keep a coaching session or you shall be charged for that session. If a Coach needs to move a session, they will provide you at least 12 hours' notice or you shall receive one (1) additional session for free. No refunds on personal training are given and training is non-transferable.
- **Touching:** During a personal training session, a Coach may have to use touching or guidance to correct technique and/or focus concentration on a particular muscle area to be targeted. If you feel uncomfortable or experience any type of discomfort, you may request that the Coach discontinue use of the technique which shall immediately stop.

Children: Children under the age of 14 are not allowed in the Facility at any time. Children ages 14-15 are permitted in the Facility only if they are accompanied by a parent or legal guardian at all times, and the parent or legal guardian has first signed any required paperwork pertaining to such use, including the Liability Waiver, on behalf of the child. Children ages 16-17 are permitted in the Facility and may work out without parental or legal guardian supervision or accompaniment, provided the parent or legal guardian has first signed any required paperwork pertaining to such use, including the Liability Waiver, on behalf of the child.

Rules: All Rules & Policies and modifications to the Rules & Policies as provided and as posted in the Facility or at www.theathleticcos.com are part of your Athletic Facility Documents, and you agree to comply with the same. If you fail to comply, your Athletic Facility Documents may be terminated. These Rules & Policies may be amended or modified by The Athletic at any time and from time to time without prior notice.

Reciprocity: Unless otherwise noted, you may use your membership and class packages or purchase additional classes at any Facility; however, prices for classes offered at each Facility may vary and may require additional payments (i.e., a surcharge).

Lockers: If your Facility offers lockers, they are available on a first come, first serve basis. Lockers are for "day use" only and Members or Guests must provide their own lock. You are responsible for the safety of your personal belongings whether in a locker or elsewhere in the Facility. No one

shall store food or beverages in lockers. The Athletic reserves the right to cut off any locks left overnight on lockers and dispose of all items left inside immediately.

Visitor Policy: Members may receive one (1) free day pass per month to bring a visitor to the Facilities. Any visitor must sign a Liability Waiver and agree to these Rules & Policies before utilizing the Facilities. Any additional visitor(s) must pay the requisite fees as established by The Athletic.

Cell Phone Usage: Cellular phones may not be used in workout areas. Phones must be placed on silent when entering a Facility.

General Rules & Policies:

Smoking and vaping are not permitted in the Facilities.

The use of alcohol or illegal substances in the Facility is strictly prohibited. No Member or Guest may use the Facilities while under the influence of alcohol or illegal substances and you will be turned away from and charged for any personal training or classes while in such condition.

No solicitation or advertising is permitted without the express written consent of The Athletic.

Hours of operation are posted in each Facility.

Use of the Facilities is expressly conditioned upon registration and signing a Liability Waiver.

Glass containers are not permitted in the Facilities.

No outside food is permitted in the Facilities.

Members and Guests are not permitted to bring their own personal trainers into the Facilities.

Please pick up personal items and wipe down equipment when finished using each machine.

Do not drop weights on the floor. Keep weights off vinyl benches. Return and rack weights when finished. Ease weights into position on the machines to avoid them crashing down. If you need assistance, please find a Coach.

Failure to comply with any of these Rules & Policies may result in a 7-day suspension or permanent termination of your membership with The Athletic.

By signing this form, the undersigned hereby agrees to these Rules & Policies.

Signature: _____ Date: _____

Printed Name: _____