



**Membership Agreement
Verdure, LLC
Registration No. 20160211**

5701 Time Square Blvd., Suite 100, Amarillo, TX 79119
806.803.8088

Enrollment Date: _____

Primary Member:

Last Name: _____ First Name _____ M.I. _____ DOB: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Email: _____
Barcode # _____

Additional Member(s):

1. Last Name: _____ First Name _____ M.I. _____ DOB: _____
Barcode # _____ Relation: _____ Email _____
2. Last Name: _____ First Name _____ M.I. _____ DOB: _____
Barcode # _____ Relation: _____ Email _____
3. Last Name: _____ First Name _____ M.I. _____ DOB: _____
Barcode # _____ Relation: _____ Email _____
4. Last Name: _____ First Name _____ M.I. _____ DOB: _____
Barcode # _____ Relation: _____ Email _____
5. Last Name: _____ First Name _____ M.I. _____ DOB: _____
Barcode # _____ Relation: _____ Email _____

Emergency Contact:

Name: _____ Relationship: _____ Phone Number: _____

This Membership Agreement ("**Agreement**") is between Verdure, LLC, ("**Club**") and the undersigned applicant ("**Member**"). All rules and regulations contained herein or later adopted by Club shall be considered part of this Agreement and shall govern the rights and obligations of each Member. The proposed opening date of Club is January 1, 2017.

ARTICLE I: MEMBERSHIP

Section 1. Consideration. Member hereby purchases certain services from Club and Club hereby agrees to provide said services during the term hereof subject to the terms of this Agreement. Failure to use Club's facilities shall not relieve Member of the obligation to pay monthly membership dues.

Section 2. Nature of Membership: Membership grants solely the right to use and enjoy the facilities of Club in accordance with Club's Rules and Regulations as they may change from time to time. Membership does not grant proprietary or governing rights in Club. Membership further does not give any right to Members to participate in management of Club financially or otherwise. Memberships are non-transferable, non-voting, non-proprietary, and non-resalable.

Section 3. Club Rights. The classification of Members, the amount of dues payable by the Members of each class, the amount of initiation fees, the suspension and expulsion of Members, and all other matters affecting or relating to the Members or membership shall be under the complete control of Club. The dues applicable to any type of membership and any other charges imposed by the Club may be amended at any time without notice.

Section 4: Non-Discrimination: Membership is open to any individual without regard to race, creed, religion, color, sex, ethnic background, sexual orientation, or physical disability.

Section 5: Approval of Membership: All applications and Agreements must be on forms prescribed by Club. Approval is subject to payment of all fees required to purchase a membership. Only persons 18 years of age or older are eligible to purchase a Membership.

Section 6. Term. This Agreement shall run month-to-month until cancelled by either party. In the event Member fails to make payment of the monthly dues, Club may, in its sole discretion, either (a) place a hold on the membership until the monthly fee is remitted in full, or (b) cancel the membership. Either party may cancel Agreement upon thirty (30)-days prior written notice, or such cancellation shall take effect 30 days from the end of the then-current billing cycle. Member's failure to utilize the services of Club does not imply intent or desire to cancel this Agreement, and Member shall continue to be responsible for payment of all dues unless or until Member cancels this Agreement. Club reserves the right to terminate this Agreement for violation of any term of this Agreement, any Club policy, or the rules and regulations adopted by Club.

Section 7: Waiting List: If membership has reached the limit set by Club, new applicants will be reviewed and, when approved for membership, will be placed on a waiting list. When a membership opening becomes available, new applicant will be eligible for membership under the terms and conditions and the membership fees and dues structure in effect at that time. Applicants on the waiting list may be required to pay a monthly fee to maintain their position on the waiting list, the sum of which fees shall be applied against the initiation fee at such time as they are approved for membership. Said fees are forfeited if applicants withdraw their name from the waiting list.

Section 8. Member Defined. Members are any person authorized under this Agreement to use Club, together with any guests thereof for the purposes of the rule and regulations herein.

Section 9. Representation and Warranties. By signing this Agreement, Member acknowledges that he/she is of legal age, has received a completed copy of this Agreement along with the attached terms and conditions, agrees to all the terms and conditions contained herein, and acknowledges that Club has not expressed or implied any warranty or representation other than those contained herein. Member acknowledges that Club is not offering, and this Agreement is not a contract for, services related to: instruction, training or assistance in bodybuilding, exercising, weight reducing, figure development, any martial arts, or any similar course of physical training.

ARTICLE II: MEMBERSHIP TYPES AND CLASSIFICATION

Memberships are divided into the following categories but may be altered, and additions or deletions may be made at any time without prior notice upon discretion of Club. Club reserves the right to control the number of memberships and the types of memberships.

Section 1. Founding Membership: The Founding Membership is designated to one person only. It includes the use of Club's fitness facilities and group exercise classes. The Founding Membership generally has a significantly higher stated fee than other memberships but is limited in quantity and enjoys specific membership privileges and benefits not otherwise available under other memberships. Founding Membership dues are guaranteed for first 36 months and thereafter guaranteed to always be at least 10% less than current market rate as long as Member's account is current and otherwise in good standing. The Founding Membership provides Member with special privileges and amenities described in a separate Addendum to this Agreement included herewith.

Section 2. Platinum Membership. A Platinum Membership provides Member with specific privileges and amenities described in a separate Addendum to this Agreement included herewith.

Section 3. Gold Membership. A Gold Membership provides Member provides Member specific privileges and amenities described in a separate Addendum to this Agreement included herewith.

Section 4. Membership Classifications.

- **A Single Membership** is designated to a single individual.
- **A Couple Membership** is designated to two individuals cohabitating and being billed to one account, and proof of cohabitation satisfactory to Club may be required for eligibility.
- **A Family Membership** is designated to married couples, or single parents with children under the age of 23 years, who reside in the same home and being billed to one account. Proof of cohabitation or proof of residency and/or familial relationship satisfactory to Club may be required for eligibility. Dependent children who are members under a Family Membership must upgrade to the prevailing single member rate upon their 23rd birthday. The enrollment of dependent children requires the signature of a parent or legal guardian on the Membership Agreement.

Section 5. Corporate Membership. A Corporate Membership is designated to a group of individuals belonging to the same company where the company subsidizes or pays for the memberships. Proof of employment satisfactory to Club is required for eligibility. A Corporate Membership includes the use of the Club's fitness facilities and group exercise classes, and the monthly dues are subject to change from time-to-time at the discretion of Club. Corporate Memberships include the same privileges and amenities as the Gold Membership and are described in a separate Addendum to this Agreement attached hereto.

ARTICLE III: DUES, FEES, AND OTHER CHARGES

Section 1. Payment of Initiation Fee. All new Members must pay an initiation fee or other stated fee to Club. Club shall from time-to-time establish the amount, manner, and time of payment of such fee. The initiation or other fee is deemed fully incurred upon

Member's acceptance of the membership by Club. Accordingly, no portion of such fee is transferrable or refundable.

Section 2. Processing Fee. All new members must pay a processing fee to register and input their membership data.

Section 3. Dues. Club shall from time-to-time determine the amount and terms of payment of dues payable by Member. The amount of the monthly dues is not guaranteed and is subject to change from time-to-time at the discretion of Club. All dues are payable on the 1st day of each calendar month. The obligation to pay dues is not dependent on the availability of all Club's facilities or the frequency of use. Tournaments, repairs, facility maintenance, or other occurrences may make it necessary for the Club to restrict the use of one or more facilities or to close Club temporarily. Club will not reduce or suspend dues during the time when facilities are not available. Dues are required to be paid by electronic funds transfer ("EFT") which is an automatic debit from Member's major credit or debit card at certain times of the month to be determined from time to time by Club. A late fee of \$25.00 will be charged to Member for any payment which is returned for insufficient funds or any other reason. Club will not reduce or suspend Member's obligation for payment of dues unless otherwise stated herein or required by law. Club may pursue collection of all amounts due by legal or equitable remedies and the Member agrees to pay all reasonable fees as permitted by law in the collection of such amounts, including reasonable attorney fees and costs.

Section 4. Charges and Services. Club shall from time-to-time, fix the amount and terms of payment for charges for goods, services, and the use of the facility by Member and his/her guests. Fees may be charged for other services including, but not limited to, towel rental, locker rental, lessons, special classes, tournaments, court fees, health assessments, personal fitness training, massage therapy, etc. An annual "enhancement fee" of \$25 may be charged to Member, at the discretion of Club and at a date and time determined by Club, to be applied to the care and maintenance of Club facilities and/or capital improvements, and member hereby agrees thereto.

Section 5. Taxes. Club shall apply all federal, state, and local taxes, if any, to all fees, dues, services, and goods sold.

Section 6. Late or Returned Item Charges. Payments for bills rendered that are not received by the fifth day of any month will be considered delinquent and will be assessed a late charge per payment missed. A fee will be assessed to Member for a returned check or credit card draft as a result of insufficient funds, account closed, etc.

Section 7. Downgrades. Member may upgrade or downgrade from one membership to another upon payment of a processing fee as determined by Club and payment of any difference in membership dues. Upgrades/downgrades are limited to not more than once in any calendar year per membership. Downgrades are not effective until 30 days after the next scheduled billing cycle.

ARTICLE IV: TERMINATION OF MEMBERSHIP

Section 1. Voluntary Resignation. Member may resign a Membership at any time upon 30-days prior written notice to Club. The resigning Member must complete and sign a Membership Change Form at Club or deliver written notice in the form of a letter in person or by certified mail, return receipt requested. Memberships cannot – and will not – be cancelled by phone, text message, email, facsimile, or by any other electronic means. Member must also surrender his/her membership identification card ("membership card") and pay any outstanding account balance. Voluntary resignation is not effective until receipt of the written notice, until 30 days after the next-scheduled billing cycle, and until payment of any outstanding balance. After the effective date of the voluntary resignation, Member is not subject to any further dues.

Section 2. Involuntary Termination. Club, in its sole discretion, reserves the right at any time to terminate the membership of any Member for any reason, including but not limited to, failure to comply with any of the rules and regulations adopted by Club, for any conduct Club determines to be improper or in any way inimical to the best interest of Club. A terminated Member will remain liable for all dues and other indebtedness incurred prior to receipt of the membership card by Club. Any pre-paid dues for unused services will be refunded to Member. Club may terminate without notice the membership of any Member that is 30 days or more in arrears.

ARTICLE V: LIABILITY WAIVER

SECTION 1. ASSUMPTION OF THE RISK. IT IS UNDERSTOOD THAT THERE ARE CERTAIN INHERENT RISKS RELATED TO THE USE AND PARTICIPATION AT THE CLUB. THERE IS A VERY COMMON POSSIBILITY OF INJURY. FURTHERMORE, IT IS UNDERSTOOD THAT CLUB SERVICES ARE INHERENTLY DANGEROUS. RISKS INCLUDE, BUT ARE NOT LIMITED TO, SEVERE BODILY INJURY AND EVEN DEATH. IT IS EXPRESSLY AGREED BY THE PARTIES HERETO THAT USE OF THE CLUB AND PARTICIPATION IN THE CLUB-SPONSORED OUTSIDE ACTIVITIES OR EVENTS AND PARKING AND TRANSPORTATION PROVIDED BY THE CLUB SHALL BE AT MEMBER'S SOLE RISK (OR AT SOLE RISK OF MEMBER'S GUEST, AS THE CASE MAY BE). NOTWITHSTANDING ANY CONSULTATION ON EXERCISE PROGRAMS WHICH MAY BE PROVIDED BY EMPLOYEES OF THE CLUB, IT IS UNDERSTOOD THAT THE SELECTION OF SERVICES, METHODS, AND TYPES OF EQUIPMENT SHALL BE MEMBER'S OR GUEST'S ENTIRE RESPONSIBILITY. MEMBER IS RESPONSIBLE FOR EVALUATING ALL RISKS ASSOCIATED WITH THE USE AND PARTICIPATION IN PROGRAMS AND ACTIVITIES OF THE CLUB. MEMBER'S USE OF AND PARTICIPATION AT THE CLUB IS ENTIRELY VOLUNTARY AND WITH KNOWLEDGE OF THE EXISTENCE OF KNOWN AND UNKNOWN RISKS. THE CLUB, (WHICH SHALL INCLUDE WTS INTERNATIONAL, INC., AND ANY OWNER OF ANY ASSOCIATED PREMISES, THEIR OFFICERS, EMPLOYEES, AGENTS, MANAGERS OR AFFILIATES) SHALL NOT BE RESPONSIBLE TO MEMBER OR ANY GUEST OF ANY MEMBER FOR EDUCATING ABOUT THE RISK OF USE OF THE CLUB OR LIABILITY RESULTING FROM USE OF THE CLUB FACILITIES.

SECTION 2. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT ALLOWED BY LAW, EACH OF THE PARTIES KNOWINGLY, INTENTIONALLY, IRREVOCABLY, AND VOLUNTARILY (AND WITH ADEQUATE OPPORTUNITY TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL) WAIVES, RELINQUISHES, AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT, OR THE CONDUCT, ACT, OR OMISSION OF ANY OF THE PARTIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR ATTORNEYS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

SECTION 3. LIABILITY WAIVER. MEMBER EXPRESSLY AGREES THAT ALL USE OF THE CLUB'S FACILITIES, SERVICES, EXERCISE EQUIPMENT, POOLS, COURTS, AND ANY TRANSPORTATION PROVIDED BY THE CLUB IS UNDERTAKEN BY THE MEMBER OR MEMBER'S GUEST AT HIS/HER SOLE RISK. THE MEMBER FURTHER AGREES TO HOLD THE CLUB HARMLESS FOR ANY INJURIES OR DAMAGES SUSTAINED BY MEMBER OR MEMBER'S PROPERTY AND TO INDEMNIFY CLUB, ITS OWNERS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES FROM ANY CLAIM, DEMAND, INJURY, OR DAMAGES WHATSOEVER WHICH RESULT, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE CLUB'S FACILITIES BY EITHER THE MEMBER OR ANYONE UTILIZING THE FACILITIES ON THE MEMBER'S ACCOUNT, INCLUDING ATTORNEY'S FEES. THE MEMBER AGREES TO RELEASE AND DISCHARGE THE CLUB, ITS OWNERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, ASSIGNS, AND SUCCESSORS FROM ALL SUCH CLAIMS, DEMANDS, INJURIES, DAMAGES, ACTIONS, OR CAUSES OF ACTION. THE FAILURE OR REFUSAL OF MEMBER TO INSPECT FACILITIES, TO READ THIS AGREEMENT, OR THE RULES AND REGULATIONS CONSTITUTES A WAIVER OF ANY OBJECTION, CONTENTION, OR CLAIM THAT MIGHT HAVE BEEN BASED ON SUCH A READING OR INSPECTION.

SECTION 4. LOSS, THEFT, DAMAGE. MEMBER AGREES THAT CLUB IS NOT RESPONSIBLE OR LIABLE TO MEMBER OR MEMBER'S GUESTS FOR ARTICLES DAMAGED, LOST OR STOLEN IN OR ABOUT THE CLUB, OR IN LOCKERS, OR FOR LOSS OR DAMAGE TO ANY PROPERTY INCLUDING BUT NOT LIMITED TO, AUTOMOBILES AND THE CONTENTS THEREOF. MEMBER AND MEMBER'S GUESTS AGREE NOT TO STORE ANY VALUABLE ITEMS IN LOCKERS AND TO USE THE LOCKERS SOLELY FOR TEMPORARY CLOTHING STORAGE. CLUB AND/OR ITS EMPLOYEES OR AGENTS ARE NOT BAILEES AND SHOULD NOT BE ASKED TO PROTECT THE VALUABLES OF MEMBERS OR MEMBER'S GUESTS. MEMBER, HIS/HER DEPENDENTS, AND GUESTS CONSENT TO THIS POLICY BY VIRTUE OF THEIR USE OF CLUB.

SECTION 5. PHYSICAL CONDITION. MEMBER WARRANTS THAT HE/SHE IS IN GOOD PHYSICAL CONDITION AND TO THE BEST OF THE MEMBER'S KNOWLEDGE HAS NO PHYSICAL IMPAIRMENT OR COMMUNICABLE DISEASE, DISABILITY, IMPAIRMENT, OR AILMENT THAT WOULD PREVENT HIM/HER FROM ENGAGING IN ANY PHYSICAL CONDITIONING OFFERED TO HIM/HER BY CLUB AND THAT HE/SHE HAS NO CONDITION THAT MIGHT BE AGGRAVATED BY THE USE OF CLUB'S FACILITIES OR SERVICES, AND THAT HE/SHE WILL IMMEDIATELY NOTIFY CLUB MANAGEMENT IN WRITING OF SUCH CONDITIONS. IF MEMBER SHOULD DEVELOP ANY SUCH ILLNESS OR COMMUNICABLE DISEASE, DISABILITY, IMPAIRMENT, OR AILMENT DURING THE TERM OF THIS AGREEMENT, MEMBER AGREES TO DISCONTINUE HIS/HER MEMBERSHIP UNTIL HE/SHE HAS RECEIVED AN APPROPRIATE MEDICAL RELEASE FOR MEMBER'S DOCTOR AUTHORIZING MEMBER TO CONTINUE USING THE FACILITY. CLUB IS UNDER NO OBLIGATION TO MAKE ANY FURTHER INQUIRY REGARDING THE MEMBER'S HEALTH OR PHYSICAL CONDITION. MEMBER FURTHER RECOGNIZES THAT CLUB, ITS MANAGEMENT AND ITS EMPLOYEES ARE NOT LICENSED MEDICAL PRACTITIONERS AND ACKNOWLEDGES THAT NEITHER CLUB, ITS MANAGEMENT NOR ITS EMPLOYEES HAVE MADE OR HAVE AUTHORITY TO MAKE CLAIMS AS TO THE MEDICAL RESULTS OR SUGGESTIONS AS TO MEDICAL TREATMENT. ALL MEMBERS ARE STRONGLY ENCOURAGED TO HAVE A COMPLETE PHYSICAL EXAMINATION BY A MEDICAL DOCTOR PRIOR TO BEGINNING ANY PROGRAM OF STRENUOUS NEW ACTIVITY.

ARTICLE VI: RULES AND REGULATIONS

Section 1. Signing In. All members entering Club are required to be in possession of their membership card. Members must check in and present their membership card each time they use Club. Members requesting access to Club without their membership card may be requested to show other photo identification or denied access to Club.

Section 2. Membership Card. The Membership card issued to Member is for the sole use of the Member whose name appears on the card. Member is required to submit to a photograph or other form of identification. The membership card must be presented to Club for identification and check-in prior to using any of Club facilities. Unauthorized use of the card by persons other than the Member to which it has been issued may result in suspension or termination of the membership. It is the responsibility of the Member to report any lost card immediately. A replacement fee will be charged by Club and Member agrees to pay, for each replacement card issued in the event that a membership card is lost, stolen, or mutilated.

Section 3. Guests. Guests may use Club when accompanied by a Member. Guests must register with Club each time they use Club. Club will charge a guest fee each time a guest uses Club. Guest privileges are subject to space, availability, and age restrictions. Club reserves the right to limit the number of guests a Member may bring to use Club and the number of times a particular guest may use Club. Members are responsible for the attire and conduct of their guests. All guests must be at least 18 years of age unless accompanied by parent or legal guardian and must provide proof of age upon request or they will not be permitted to use any of the facilities or services of Club.

Section 4. Attire and Equipment. All participants using Club must wear proper attire. All Members and guests must wear shirt and shoes in all public and recreational areas. Attire must conform in every case to Club standards of decency and safety, and clothing that is unacceptable in the opinion of Club management may be prohibited with the decision of Club management prevailing in any event. Swim attire is only permitted in the aquatics, locker rooms, and wet areas. Proper footwear must be worn at all times (i.e. athletics swim and shower shoes). Members and guests must wear proper footwear on all hardwood floors. Street shoes are not appropriate for hardwood floors. Dark soled shoes are expressly forbidden on the hardwood floors. Cutoffs are not allowed in the pools. Club management may prohibit the use of any equipment brought in by Members or guests that it feels might be potentially dangerous or destructive to the facility or to its Members. No athletic attire shall be left in Club overnight unless the Member has an assigned locker.

Section 5. Damages. The Member must pay for any damages to Club property caused by Member, Member's guest, or dependent children.

Section 6. Etiquette. As a Member of the Club, it is expected that Member and Member's guests abide by appropriate etiquette for fellow members and staff. The use of cell phones is not allowed is absolutely prohibited in Club locker rooms and changing areas, particularly in changing areas or common areas, and violation of this policy may result in immediate suspension or cancelation of membership. Use of profane language or aggressive behavior will not be tolerated. Member should notify Club to

resolve matters, and not take corrective measures into his/her own hands or confront other members. Usage of equipment may be subject to time limitations. Additional rules throughout Club do apply and are clearly stated throughout the facility.

Section 7. Lockers. Daily lockers are available on a per visit basis only. At facility closing, all locked lockers that are not in a rental or VIP agreement will be unlocked and contents will be removed. Private rental lockers are available for an extra charge on a first come, first serve basis or may be included with certain membership categories.

Section 8. Hours of Operation. Operational hours will be posted or identified on the premises of Club. The hours of operation may change at any time at the sole discretion of Club. All Members should terminate activities at least 15 minutes before closing time in order to exit Club in a timely manner. Club reserves the right to close on any federal or state holiday and on New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 9. Leave of Absence. Members who are going to be absent from club for a minimum of one month may apply for a "freeze" or leave of absence (LOA) by completing a Leave of Absence Form available at the front desk. A LOA may be granted for medical incapacity, military deployment, out-of-area education, or extended travel away from home. A LOA allows members to maintain their membership agreement rate when they reactivate their membership at Club.

Members requesting a LOA for medical incapacity must provide notification from their physician attesting that their condition precludes the use of Club's facilities and services and the anticipated length of said incapacity. Member further understands and agrees that member will be charged an administrative fee of \$15.00 per month to maintain the membership in good standing while member is on leave. Full membership dues will be reactivated on the first day of the first calendar month following notification by the physician that Member is healthy enough to once again participate in physical activity or pro-rated accordingly for earlier use of the facilities.

Members requesting a LOA for military deployment must provide a copy of their deployment orders. Membership dues will be waived in their entirety during the period of immobilization and reactivated upon member's return or pro-rated for earlier use. Full membership dues will be reactivated on the first of the month following notification of return or pro-rated accordingly for earlier use of the facilities.

A leave of absence for extended travel more than 50 miles away from home may require member to provide a copy of member's travel itinerary at time of request. Member further understands and agrees that member will be charged an administrative fee of \$15.00 per month to maintain the membership in good standing while member is on leave. Extended travel is defined as a minimum of one month and a maximum of six months. Full membership dues will be reactivated for the month of the itinerary return date.

A leave of absence for education requires that member be attending an educational institution a minimum of 50 miles away from Club and that member provide a copy of enrollment document(s) at the time of request. Member further understands and agrees that member will be charged an administrative fee of \$15.00 per month to maintain membership in good standing while Member is on leave. Full membership dues will be reactivated for the full month of member's return date. Full membership dues will also be charged for interim visits.

Section 10. Rules Not Inclusive. The rules contained herein are not inclusive. Additions and amendments to these rules and regulations may be made from time-to-time at the sole discretion of Club. Additionally, Club may adopt other rules, regulations, or policies not covered herein. If any dispute arises between Club and Member (or Member's guests or dependents) as to the Club's rules and regulations, the decision of Club shall be final. Any Members who violates Club's rules and regulations shall be subject to termination of their membership. Member and Member's guests agree to comply with such rules, regulations, or policies.

Section 11. Representation and Warranties. By signing this Agreement, Member acknowledges that he/she is of legal age, has received a completed copy of this Agreement along with the attached terms and conditions, agrees to all the terms and conditions contained herein, and acknowledges that Club has not expressed or implied any warranty or representation other than those contained herein. Member acknowledges that Club is not offering, and this Agreement is not a contract for, services related to: instruction, training or assistance in bodybuilding, exercising, weight reducing, figure development, any martial arts, or any similar course of physical training.

ARTICLE VII: MISCELLANEOUS

Section 1. Right to Change Facilities and Services. Club reserves the right to change the particular facilities and services offered by Club that will be used by Member, the days and hours the facilities and services shall be available to Member, and the equipment and services that shall be available to Member at Club.

Section 2. Right to Use Image. Club reserves the right to take photographs and video tapes of members, produce slides, and film Club activities and use these for Club promotion and advertising and Member hereby consents to the use of his/her image by Club.

Section 3. Acknowledgment. The undersigned states that he/she has read and understands the terms and conditions of this Agreement, agrees to be bound by such terms and conditions, and acknowledges and he/she has received a copy of this Agreement. The undersigned also acknowledges that he/she shall comply with the Club's rules and regulations as they now exist or as they may change from time to time.

Section 4. Entire Agreement. Member and Club acknowledge that this Agreement constitutes the entire Membership Agreement and understanding.

Section 5. Modifications and Assignment. No modification or cancellation of this Agreement shall be valid or effective unless in writing and signed by Member and Club. It is expressly agreed that the rights, privileges and obligations of Club membership are not transferable and are not cancellable by Member except as provided herein. Notwithstanding the foregoing, Club may assign this Agreement to a financial company for collection if Member defaults.

Section 6. Partial Invalidity. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7. Attorney Fees. If Club or Member brings an action or proceeding to enforce the terms hereof or to declare rights hereunder, the Prevailing Party shall be entitled to reasonable attorney fees in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorney fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorney fees reasonably incurred. In addition, Club and Member shall be entitled to attorney-fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

Section 8. Choice of Law. This Agreement shall be deemed executed in the State of Texas and shall be interpreted, in the event of a dispute arising between the Parties, under the laws of Texas with the exception of its conflicts of law's provisions. Any action brought by a Party against the other to enforce or interpret this Agreement shall be brought in Randall County, Texas. Such claims must be brought within two years of the accrual of such claim or dispute.

Section 9. Force Majeure. In the event Club shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, riots, insurrection, war, or any other reason not within the reasonable control of Club, as the case may be, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. If, after Club opens, Club is rendered unusable for 30 consecutive days or longer because of an event beyond the control of Club, including natural disaster, Club shall extend the term of this Agreement for a period equal to the time that Club is rendered unusable.

ARTICLE VIII: CLASS, TERM, APPROVAL OF MEMBERSHIP

MEMBERSHIP CHARGES:		MEMBERSHIP TYPE:	
1. PROCESSING FEE:	\$_____	___FOUNDING	
2. INITIATION FEE:	\$_____	___PLATINUM	
3. FIRST MONTH DUES:	\$_____	___GOLD	
4. LAST MONTH DUES:	\$_____	___OTHER (DESIGNATE: _____)	
5. OTHER:	\$_____		
6. OTHER:	\$_____		
7. TAXES	\$_____	MEMBERSHIP CLASS:	MEMBERSHIP DUES:
7. TOTAL DUE:	\$_____	___SINGLE	_____ SINGLE
		___COUPLE	_____ COUPLE
		___FAMILY	_____ FAMILY
METHOD OF PAYMENT:			
Visa_____ MasterCard_____ American Express_____ Discover_____ DUES START DATE: _____			

Billing Information/Authorization Agreement for Pre-Authorized Payments (Debits)

MEMBER_____CO-SIGNER_____

In consideration of my desire to be a member of Club and to receive access to Club for the provision of the services attached hereto (the "Services") I, _____ ("Member") agree to purchase a Club Membership according to the terms and conditions of this Agreement and all Club policies and rules and regulations. The signature below authorizes Verdure, LLC to initiate a charge to this account for dues and other recurring charges for the Member names on this Agreement, and any additional members added to this membership. I agree to make the monthly dues payment of \$_____ and hereby authorize Club or its assignee(s) to debit or charge my account listed below for all monthly dues and other charges that I/we incur as long as this Agreement remains in effect. I understand that if at any time I decide to cancel my membership, I must provide Club with thirty (30) days prior written notice of my intention to cancel and that such cancellation shall take effect 30 days from the end of the then-current billing cycle.

TYPE OF CREDIT CARD: Visa_____ MasterCard_____ Discover_____ American Express_____

Account Holder/Primary Member Name as it appears on account

Credit Card #

Exp. Date

Automatic Debit from Checking Account:

NAME (as reads on account): -----

Bank Name: ----- City/State: ----- Bank ABA (Routing) #: -----

Bank Account #: ----- Account Type: Checking Savings

Bank Phone # (____) -----

Bank Account Holder's Signature: -----

Printed Name: -----

CO-SIGNER:

-----**Parent:** On behalf of my minor child and myself, I agree and promise to pay any financial obligation that my minor child does not pay for any reason whatsoever with regard to this Membership.

-----**Co-Signer:** I agree and promise to pay any financial obligation that Member does not pay for any reason with regard to this Membership.

Either parent or co-signer, I understand that my obligation can only end if I cancel this Membership according to cancellation policy pertaining to this Agreement. If I signed the Payment Authorization above, I agree to pay any and all obligations incurred by Member hereunder by automatic debit/charge according to the terms of this Agreement.

Print Name of Parent of Co-Signer

Signature of Parent or Co-Signer

Date

Current Address

City

State

Zip Code

Home Phone

Cell Phone

TEXAS CONSUMER NOTIFICATIONS

IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY MAILING TO THE HEALTH SPA BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 5701 TIME SQUARE BLVD., SUITE 100, AMARILLO, TX 79119.

IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY:

- (A) CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE CLUB ADDRESS; AND
- (B) FILE A CLAIM FOR A REFUND OF YOUR UNUSED MEMBERSHIP FEES AGAINST THE BOND OR OTHER SECURITY POSTED BY THE HEALTH SPA WITH THE TEXAS SECRETARY OF STATE. TO MAKE A CLAIM AGAINST THE SECURITY PROVIDE A COPY OF YOUR CONTRACT TOGETHER WITH PROOF OF PAYMENTS MADE ON THE CONTRACT TO THE TEXAS SECRETARY OF STATE. THE REQUIRED CLAIM INFORMATION MUST BE RECEIVED BY THE SECRETARY OF STATE NOT LATER THAN THE 90TH DAY AFTER THE DATE NOTICE OF THE CLOSURE OR RELOCATION IS FIRST POSTED ON THE SECRETARY OF STATE'S INTERNET WEBSITE.*

IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: 5701 TIME SQUARE BLVD., STE. 100, AMARILLO, TEXAS 79119.

IF THE HEALTH SPA DOES NOT OPEN BEFORE JULY 1, 2017 OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR THIRTY DAYS, YOU ARE ENTITLED TO A FULL REFUND OF THE MONEY YOU PREPAID. HOWEVER, IF ANOTHER HEALTH SPA, OPERATED BY VERDURE, LLC, IS LOCATED WITHIN 10 MILES OF 5701 TIME SQUARE BLVD., STE. 100, AMARILLO, TEXAS 79119, AND IF YOU ARE AUTHORIZED TO USE THE OTHER FACILITIES, YOU ARE ENTITLED TO RECEIVE A FULL REFUND OF YOUR MEMBERSHIP FEES ONLY IF THIS LOCATION DOES NOT FULLY OPEN FOR BUSINESS BEFORE DECEMBER 31, 2017 OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR 30 DAYS.

Notwithstanding the preceding right to cancel within three (3) business days of enrollment, Club offers a 30-day money-back guarantee which provides that Member may cancel this membership agreement at any time within 30 days of enrollment or, if Member joins before Club opens, 30 days from the opening date for any reason whatsoever, and Club will refund to Member within forty-five (45) days of Member's notification in writing—delivered in person or by certified or registered mail only - a full and complete refund of any and all membership fees will be paid including initiation fee and prepaid dues.

"BUYER'S NOTICES"

1. DO NOT SIGN THIS AGREEMENT UNTIL YOU READ IT, AND DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
2. You are entitled to a copy of this Agreement.
3. Your obligation to make payments under the terms of this Agreement is not contingent upon your use of facilities and/or services of Club.

Primary Member Signature Date

Membership Representative Signature Date

Parent/Guardian Print Name (if Member is under 18)

Parent/Guardian Signature (on behalf of all minors) Date

Additional Member Signature Date

Additional Member Signature Date

Additional Member Signature Date

Additional Member Signature Date

Additional Member Signature Date

Additional Member Signature Date