Membership Rate: $99.00 Unlimited Visits [Best Value], billed once a month, for the first 18 months. After the 18 month promotional period, you will be charged the standard membership pricing.

Cancelling your membership is simple.

We don't believe in long-term contracts; we just ask that you give us one month written notice of your cancellation. Send an email to gritfitgym@gmail.com and we'll confirm your cancellation. At the time of cancellation, we'll charge your card on file for your last month of membership ($129.00). Your membership will remain active for your last month.

**GRIT FITNESS MEMBERSHIP AGREEMENT, WAIVER OF CLAIMS AND RELEASE OF LIABILITY**

It is agreed by and between GRIT Fitness, LLC and you, the undersigned BUYER (individually, if you are the buyer, and/or as agent or guardian of the Buyer or responsible party), that you are purchasing a membership (the “Membership”) from GRIT Fitness according to the terms detail within this MEMBERSHIP AGREEMENT and the current MEMBERSHIP POLICIES AND CLUB RULES AND REGULATIONS (the “Agreement”).

The Monthly Dues Membership will be billed each month through Electronic Funds Transfer(EFT\*) or Credit/Debit Card Processing. In addition to the grounds for termination as provided herein, Buyer may terminate the Monthly Dues Membership at any time by giving GRIT Fitness a 30-day written notice (e.g. email). After the receipt of the termination notice, Buyer will be billed for 1 month immediately. Any prepaid dues or dues processed prior to the effective date of cancellation are non-refundable. Buyer (individually and as agent or guardian of Buyer) hereby authorizes GRIT Fitness to make periodic charges to or withdrawals from the account used to pay the initial payment described above or any replacement account hereafter designated for payment of any sums GRIT Fitness under this Agreement, including but not limited to Buyer’s balance due if not paid by the due date, or for any other use by Buyer of GRIT Fitness facilities or services (the EFT/Credit/Debit Card), as follows: Buyer shall be billed on the first of each month(the “Billing Date” as appropriate), and the pro rated portion of the current month at time of sign up. If signed above, GRIT Fitness will also debit the balance due as indicated above on the date of the first monthly dues debit. In the event sufficient funds are not available in Buyer’s account or debits are otherwise not accepted, GRIT Fitness may resubmit the charge. If the re-submittal is returned uncollected, the rejected amount plus a $10.00 service charge may be added to Buyer’s next regularly scheduled debit. Buyer understands that Buyer is entitled to notice of all varying charges and withdrawals under the EFT, Credit/Debit Card, but Buyer waives the right to receive prior notice for charges or withdrawals made with respect to any uncollected monthly dues payments or portions of the balance due described above and the corresponding service charges, both of which Buyer agrees are not varying charges or withdrawals. Buyer understands that Buyer is in full control of Buyer’s payment and that this EFT, Credit/Debit Card Request will remain in effect until GRIT Fitness receives written notice of termination of this Agreement and has a reasonable opportunity to act on that notice. If Buyer decides to change your billing information, a 30-day notice is required. Buyer may timely notify the financial institution in control of Buyer’s account to terminate the EFT or Credit/Debit Card Request, but such notification will not otherwise affect this Agreement and Buyer’s obligations herein. If at any time one of the family members associated with this Agreement cancels or freezes, monthly dues may be adjusted according to the current membership rates. Buyer acknowledges that the origination of the Automated Clearing House transactions to Buyer’s account must comply with the provisions of US Law.

**\*\*\*\*\* IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY\*\*\*\*\***

Buyer hereby acknowledges and agrees that Buyer’s use of GRIT Fitness’ facilities, services, equipment,

premises, or Athletic Activities (defined below) involves risks of Injury (defined below) to persons and

property, including, but not limited to, those described below, and Buyer assumes full responsibility for

such risks. In consideration of being permitted to enter any facility of GRIT Fitness (a “Club”) for any

purpose including, but not limited to, observation, use of facilities, services or equipment, participation

or Athletic Activities in any way, Buyer agrees to the following:

Buyer hereby releases and holds GRIT Fitness, its owners, directors, officers, employees, trainers,

instructors, agents, volunteers, independent contractors, representative and successors and assigns

harmless from all liability to Buyer and Buyer’s personal representatives, assigns, heirs, and next of kin

for any loss or damage, and forever gives up any claim or demands therefore, on account of Injury to

Buyer’s person or property, including Injury leading to the death of Buyer, whether caused by the

active or passive negligence of GRIT Fitness or otherwise, to the fullest extent permitted by law, while

Buyer is in, upon, or about GRIT Fitness premises or using any GRIT Fitness facilities, services,

equipment, premises, personal training, fitness classes, team or individual competitions, fitness

assessments, observation of athletic activities, Olympic lifting, power lifting, strongman training or

competitions, gymnastics, strength conditioning, metabolic conditioning, plyo-metrics, interval

training, bodyweight conditioning, bouldering, rope climbing, macro climbing, stretching, outdoor

activity on trails, tracks, parks, sidewalks or fields, sports, and programs, clinics, seminars, and

services or personal training provided to the athlete by GRIT Fitness (collectively, “Athletic Activities”).

This includes any GRIT Fitness Services or GRIT Fitness classes held off premises including public

locations such as parks.

Buyer also hereby agrees to indemnify GRIT Fitness from any loss, liability, damage or cost GRIT Fitness may incur due to the presence of Buyer in, upon or about the GRIT Fitness premises or in any way observing or using any facilities or equipment of GRIT Fitness whether caused by the negligence of Buyer or otherwise. You represent (a) that Buyer is in good physical condition and has no disability, illness, or other condition that could prevent Buyer from exercising without Injury or impairment of health and (b) that Buyer has consulted a physician concerning an exercise program that will not risk Injury to Buyer or impairment of Member’s health. Such risk of injury includes all forms of physical, mental, and emotional injury in any way related to athletic activity and transportation activities including, but not limited to: death, breaks, sprains, lacerations, dislocations, exercise induced rhabdomyolysis, heart failure, concussion, frostbite, hypothermia, heat illness, dehydration, trauma, anxiety, and fears; and accidental injuries occurring anywhere in Club dressing rooms, showers and other facilities (collectively, “Injury” or “Injuries”).

Buyer also hereby agrees to waive and all claims that Buyer may have in the future against GRIT Fitness and its owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials,

independent contractors, servants, representatives, successors and assigns.

Buyer further expressly agrees that the foregoing release, waiver and indemnity agreement is intended

to be as broad and inclusive as is permitted by the Law of the State of Pennsylvania and that if any

portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force

and effect. Buyer has read this release and waiver of liability and indemnity clause, and agrees that no

oral representations, statements or inducement apart from this Agreement have been made.

**Binding Obligation**

Buyer (individually, if you are the Buyer, and as agent and/or guardian of Buyer) agrees that Buyer, and

Buyer’s family members, and any guests and invitees shall be bound by this Agreement and the GRIT Fitness Membership Policies and Club Rules and Regulations provided herewith for the usage of GRIT Fitness facilities. Buyer agrees that the Membership Policies and Club Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of GRIT Fitness and any such changes shall become immediately effective upon posting in the GRIT Fitness facilities or upon other notice as GRIT Fitness deems fit in its sole discretion.

**Membership and Dues**

Monthly dues will be in the amount indicated hereinabove. Membership will begin when this Agreement is signed by Buyer and GRIT Fitness, and will continue unless otherwise terminated in accordance with the provisions set forth herein. Termination of Membership will be effective only if the procedures described herein are followed. Failure by any Buyer to use the Membership will not relieve Buyer of any payment obligation regardless of the circumstances, except as provided for below. If any payment of dues or other charges are not made on time, GRIT Fitness may, but is not obligated to, suspend or terminate Buyer’s Membership. No refunds shall be made for Membership dues paid, except as specifically provided in the Agreement. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the State of Pennsylvania.

**Limitation on Liability and Damages**

GRIT Fitness makes no warranties or representations, express or implied, other than those set forth herein, and Buyer’s sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of the Agreement. IN NO EVENT SHALL GRIT Fitness BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. In addition to the other dues, fees and charges provided for in this Agreement, you agree to pay a $10.00 service fee for any item or direct charge memo not paid by Buyer’s financial institution or account when presented for payment by GRIT Fitness.

**Assignment**

GRIT Fitness may assign this Agreement, including Buyer’s payment obligation herein. Any Monthly Dues Membership may be transferred by Buyer to anyone over 18 years of age provided that all payments required under the Agreement are current at the time of the transfer.

**Temporary Closure**

If the Club facility is temporarily closed for 30 days or less, the Buyer shall receive an extension of the Membership term equal to the period during which the Club facility is closed. If the Club facility closes for more than 30 days, the Buyer is entitled to cancel the Membership and receive a refund if GRIT Fitness does not provide a comparable facility within ten miles of the location designated herein. The refund shall be all moneys paid in excess of an amount computed by dividing the full contract price, including any initiation fee, by the number of weeks in the contract term and multiplying the result by the number or weeks elapsed in the contract term. GRIT Fitness, in its sole and absolute discretion, reserves the right to close any Club facility and/or change existing facility rules, regulations, conditions, guidelines, club facilities, classes, programs and hours of operation. Classes, Club facilities, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates. Other clubs may be built, acquired, reopened or converted after the date of your Agreement which may be excluded from Buyer’s membership at GRIT Fitness’ sole discretion.

**Cancellation**

The Buyer shall notify GRIT Fitness 30 days prior to cancellation via email to gritfitgym@gmail.com. The buyer will be billed for 1 more monthly payment immediately following this notice of cancellation. The buyer's membership will remain active for the last month. It is the buyer's obligation to confirm their cancellation has been received. The buyer should not assume the cancellation is received until they receive a written (mail or electronically) confirmation from a GRIT Fitness representative. No form of cancellation is accepted unless it is in a written form. You can also cancel your membership by certified mail, send your cancellation to:

GRIT Fitness 507 LIMEKILN PIKE MAPLE GLEN, PA 19002

**Freezing Membership**

A member can freeze their membership for $6 per month for up to three months. Members can freeze for a longer time period for special circumstances such as pregnancy. The buyer should notify GRIT Fitness when they wish to unfreeze their membership and GRIT Fitness LLC can leave a membership frozen until told otherwise by the buyer. Buyers are required to send an email to gritfitgym@gmail.com for all freezing related issues. If a buyer cancels their membership while their account is frozen, they will be billed for 1 month at the time of cancellation. The cancellation charge will be based on the buyer's active membership rate agreed to at the time of sign up and stated within this contract. Whether active or frozen, all cancellation charges and policies apply.

**Suspension and Termination**

In the event Buyer, or any of Buyer’s family or an invitee of Buyer, violates any of the terms or provisions of this Agreement or the GRIT Fitness Membership Policies and Club Rules and Regulations, GRIT Fitness may suspend such Buyer’s right to use the Club facilities and the services until such time as Buyer, or Buyer’s family members, have abided by and fully complied with the terms and provisions of this Agreement and the GRIT Fitness Membership Polices and Club Rules and Regulations. Buyer shall not be entitled to any refund, credit or abatement of Membership dues for the period during which the Membership was suspended. If Buyer, or Buyer’s family or an invitee of Buyer, thereafter violates any of the terms and provisions of the Agreement or the GRIT Fitness Membership Polices and Club Rules and Regulations, GRIT Fitness may terminate Member’s Membership and the right to use the GRIT Fitness facilities without reimbursement. GRIT Fitness also reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid dues, if any.

**Non-Affiliation**

GRIT Fitness it is not affiliated with any other fitness facilities or health clubs and is therefore not bound to or associated with any other club’s terms, policies, services, advice, actions, or recommendations.

**Governing Law**

This Agreement shall be governed by the laws of the State of Pennsylvania, without reference to the conflicts of laws or principles thereof.

**Severability**

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal or invalid for any reason by any duly constituted court, agency or tribunal, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**Photo & Video Release**

In connection with my participation in GRIT Fitness Health & Fitness Classes, Programs, or Workshops, the Buyer consents to the use of his/ her photograph and video or other likeness in the promotional and other materials of GRIT Fitness without payment or other consideration.

**RULES AND REGULATIONS**

* All Members shall be personally responsible and conduct themselves in a safe manner, working within their own limits.
* All guests must sign a Release and Waiver of Liability and Indemnity form prior to entering or using the club facilities and follow all Rules and Regulations. GRIT Fitness may restrict the number of guests brought by a Buyer and reserves the right to discontinue guest privileges in its sole and absolute discretion.
* During Club use, all Members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other Members or club employees, agents and contractors.
* GRIT Fitness may permit independent contractors to offer products or services to Members. GRIT Fitness does not stand behind or in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services, including whether or not these independent contractors will remain in business for any period of time.
* Members should not bring valuables, including money, onto the club premises. Each Buyer understands and agrees that GRIT Fitness will not be liable for the loss, theft of, or damage to, the personal property of Buyer or guests.
* Members and guests may not bring illegal drugs or alcoholic beverages onto GRIT Fitness premises.
* Members and guests will abide by any additional GRIT Fitness rules and regulations posted at the Clubs.
* GRIT Fitness reserves the right to adjust class schedules, within reason, as deemed fit for the operation of the club.

