



GOLD'S GYM®
CORPORATE MEMBERSHIP CONTRACT
NEW FRONTIERS PUBLIC SCHOOLS, INC.
(here after referred to as "Company")

LIVE OAK
 Store No. 0895
 7937 Pat Booker Road, Live Oak, TX. 78233
 Telephone: 210-637-6600
 Gold's Texas Holdings Group, Inc. ("Gold's Gym")
 Operator ID: 080503

Change Your Body. Change Your Life.™

PLEASE RETURN COMPLETED AGREEMENT TO: HUMAN RESOURCES

ALL PAGES MUST BE RETURNED IN ORDER TO PROCESS ENROLLMENT. IF ALL PAGES ARE NOT RETURNED ENROLLMENT WILL NOT BE PROCESSED.

Current / Prior Gold's Gym Member? Yes No If yes, please write Barcode / Keycard #: _____

Date: _____ Employer / Employee ID#: _____

Member Name: _____ Birth date: _____ Gender: Male Female

Address: _____ Home/Cell Phone: _____

City: _____ Work Phone: _____

State: _____ Zip code: _____ Emergency Contact Name: _____

Email: _____ Emergency Contact No.: _____

Family Add-On #1: _____ Family Add-On #3: _____

Birth date: _____ Gender: Male Female Birth date: _____ Gender: Male Female

Signature #1: _____ Signature #3: _____

Family Add-On #2: _____ Family Add-On #4: _____

Birth date: _____ Gender: Male Female Birth date: _____ Gender: Male Female

Signature #2: _____ Signature #4: _____

(Family Add-On must reside at the same address as Primary Member.)

- Opt-In:** Gold's Gym may use my email address to communicate with me about upcoming events, special Gold's Gym member offers, and other information.
- Opt-In:** Gold's Gym and its marketing partners may use my email address and other personal information to communicate with me about upcoming events, special Gold's Gym member offers, and other information.

TYPE OF MEMBERSHIP: (PLEASE CHECK THE PREFERRED MEMBERSHIP BELOW)

<input type="checkbox"/> GOLD ACCESS (PRIMARY): \$24.95 [Monthly] *Enrollment Fee: \$0	<input type="checkbox"/> GOLD FAMILY ADD-ON (PER PERSON): \$24.95 [Monthly] *Enrollment Fee: \$0
<input type="checkbox"/> BLACK ACCESS (PRIMARY): \$46.95 [Monthly] *Enrollment Fee: \$0	<input type="checkbox"/> BLACK FAMILY ADD-ON (PER PERSON): \$46.95 [Monthly] *Enrollment Fee: \$0

TOTAL DUES: \$ [----] (Billed to Company) "MEMBERSHIP START DATE" _____ INITIAL TERM END DATE: [10/31/18]

Notice of Dues Renewal

The term of your membership agreement (this "Agreement") will begin on the Membership Start Date, set forth immediately above, and end on the date that the Corporate Wellness Program agreement between Company and Gold's Gym (the "Company Contract") expires or is earlier terminated, subject to the early termination of this Agreement as provided herein. The expiration date of the Company Contract and this Agreement, subject to renewal or extension of the Company Contract, is the Initial Term End Date set forth immediately above. The terms of your membership and privileges under this Agreement are being offered in accordance with and subject to the Company Contract. You represent that, as of the date of this Agreement, you are a Company employee and eligible to participate in the Company's Corporate Wellness Program. If the Company Contract terminates or expires, if Company fails to timely pay required membership dues, or if your employment status with Company is terminated or changed so that you are no longer eligible for the Company's Corporate Wellness Program, then this Agreement will terminate and you will be required to re-enroll subject to then-current pricing, terms and conditions being offered by Gold's Gym in order to continue as a member of Gold's Gym.

Satisfaction Guarantee: If you are not completely satisfied with your Gold's Gym membership, Gold's Gym will allow you to cancel your membership and this Agreement during the first thirty (30) days of your membership. Gold's Gym will refund any upfront monies paid by you where applicable and any unused personal training sessions on your account.

Initials _____

invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

ARBITRATION: Any and all claims you may have against Gold's Gym must be submitted on an individual basis to binding arbitration. The arbitration shall be administered by the American Arbitration Association or JAMS in accordance with their applicable rules, or any other established ADR provider mutually agreed upon by the parties. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No claim can be submitted as a class, consolidated, collective or representative action.

CANCELLATION: Unless otherwise specified in this Agreement, and effective no earlier than the expiration of the Initial Term End Date, Member may cancel Member's membership and terminate this Agreement by providing written notice to Gold's Gym. Cancellation received between the first and the last day of the month will be effective upon the next month's billing cycle. Cancellation rights are subject to the terms set forth in this Agreement. Member may either complete and sign a cancellation questionnaire at Gold's Gym; send written notice to: Gold's Gym, ATTN: Corporate Sales Cancellations, 4001 Maple Avenue Suite 200 Dallas, TX 75219; or email such cancellation notice to CorporateSalesCancellations@goldsgym.com. Such notice shall be accompanied by a copy of any membership cards or other documents or evidence of membership previously delivered to Member. Member's account must be current and in good standing before Gold's Gym will process any such request to cancel. Certified mail, return receipt requested, is recommended.

NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Unless otherwise specified in the Notice of Consumer Rights above, this Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Gold's Gym.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make any changes to this Agreement or to make any independent agreement with any member. Member likewise cannot make alterations or changes to this Agreement.

WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF GOLD'S GYM'S FACILITIES (AND ANY ACTIVITIES CONDUCTED OUTSIDE THE FOUR WALLS OF THE GYM, INCLUDING BUT NOT LIMITED TO PARKING LOTS AND OTHER AREAS NEAR THE GYM), EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING PERSONAL TRAINING) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER'S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES AND TANNING BOOTHS OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, RUNNING TRACKS, SWIMMING POOLS, HOT TUBS, COURTS OR OTHER AREAS OF ANY GOLD'S GYM, (III) INJURIES ARISING FROM GOLD'S GYM'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT ANY GOLD'S GYM, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN ANY GOLD'S GYM FACILITIES, INCLUDING LOCKER ROOMS, STEAM ROOM, WHIRLPOOLS, HOT TUBS, SPAS, SAUNAS, SHOWERS AND DRESSING ROOMS. MEMBER ALSO WAIVES ALL CLAIMS AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER ANY OF THE STATE'S CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER'S MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION: Member acknowledges that (i) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) Gold's Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Gold's Gym nor any of its parents, subsidiaries or affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify Gold's Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any losses (including attorneys' fees) which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

Do not sign this Agreement until you have read it in its entirety, including all pages. The terms on this page and the following pages are a part of this Agreement. Member is entitled to a completely filled-in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) This Agreement will become legally binding upon its acceptance by Gold's Gym, and (B) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement, which incorporates the terms of the Company Contract, constitutes the entire agreement between the Member and Gold's Gym with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

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Member Name (Please Print):	<u>x</u>	Member Signature:	<u>x</u>	DATE:	<u> </u>
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Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian (" <u>Legal Guardian</u> ") co-sign this Agreement. Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.					
Legal Guardian's Name:	<u>x</u>	Legal Guardian's Signature:	<u>x</u>	DATE:	<u> </u>