

MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement” or “Membership Agreement”) is entered into between Fit on the Farm, located at 254 Paradise Alley Rd, Felton DE, 19943 (“FOTF”), and you the member. FOTF is a fitness facility offering group fitness classes. Please review this Agreement thoroughly as it is a legal contract between FOTF and all members. By using the services offered at FOTF, members are agreeing to the terms of this Agreement.

MEMBERSHIP PAYMENTS

PAYMENT SUMMARY: Monthly memberships are paid in advance monthly, on the calendar date which the membership became activated, for the following month. Class packages are billed in-full at the time of purchase. Monthly membership payments shall be made on the calendar date which the membership became activated on (i.e. membership commenced on the 15th, payments made on the 15th of each month thereafter), on a month-by-month basis, via automatic debited payment (credit card or debit card). Additional terms regarding the automatic debited payments are outlined below.

In the event of a declined credit card/debit card, the member’s account will be immediately suspended, pending the member updating their payment information and their monthly membership dues paid in full.

CLASS CANCELLATION AND BOOKING POLICIES

RESERVING CLASSES: Members are solely responsible for the booking and cancelling of their classes. Members may reserve class spots online through their account and through the FOTF app.

CLASS CANCELLATIONS: Reservations may be cancelled without penalty by cancelling up to 2 hours prior to the class start time. If you do not cancel and do not show up to your scheduled class, you will forfeit a punch on your card. This may be done online via a member’s account on the FOTF app or member page. Once the class is cancelled within this time, the member will not be charged the cancellation fee.

WAITLIST: In the event a scheduled class is booked to capacity, you may place yourself on the waitlist for the class when applicable.

PACKAGE PURCHASES; CREDIT CARDS ON FILE; AUTO DEBIT

CLASS PACKAGE PURCHASES: By purchasing a package from FOTF, you agree to the Terms and Conditions in full (see below). Packs cannot be shared between members. The expiration date set on a package is the last date on which the package may be used.

CREDIT CARD ON FILE: Members may elect to keep a credit or debit card on file using their FOTF account online for single package/class purchases. It is required to keep a credit or debit card on file for all autopay memberships. By placing a card on file, the cardholder and account holder gives permission to the FOTF staff to charge the card for any auto-debit packages and/or cancellation fees accrued in accordance with the FOTF, cancellation policy detailed above.

AUTO-DEBIT: By enrolling in an auto-debit contract, you authorize FOTF to, on a recurring basis, automatically charge the debit or credit card account you specified, for the monthly payments on your unlimited auto-debit plan associated with your account, on the billing due date. You understand and acknowledge that (1) FOTF will initiate transfers/charges pursuant to this authorization not to exceed the amount show on you Membership Agreement and/or in connect with cancellation fees per the cancellation policy. FOTF may discontinue processing of recurring charges if it is unable to secure funds from your debit/card due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information provided; (2) the FOTF booking system allows for booking through the week regardless of the billing date of your contract; (3) if you are booked in a class past the subsequent billing date, and your debit/credit card fails to bill properly, that you will be removed from any classes past the subsequent billing date and notified via electronic mail; (4) if you are removed from class due to the circumstances as described, it may not be possible to place you back into the class for which you were originally booked and that you will not be given any priority in waitlisted classes; (5) it is your responsibility to keep a current card on file with accurate billing information. FOTF cannot be held responsible for errors in processing due to expired or inaccurate information.

CANCELLATION OF MEMBERSHIP AGREEMENT BY MEMBER

You may cancel this Membership Agreement at any time. This can be done on the FOTF app or the membership site, no less than ten (10) business days prior to the due date of your next billing payment. Failure to provide timely notice will result in a charge for the full amount of your next billing payment. The cancellation will take effect the subsequent month. For example, if your billing payment is due the first day of the month, you must provide written notice no later than ten (10) business days prior to that date. If you fail to do so, you will be billed on the first day of the month for the full amount, and your contract will be cancelled as of the date of the subsequent billing payment due date.

If, at the time of receipt of your cancellation notice, you have outstanding payments owed to FOTF, these payments must be made in full in order for the Membership Agreement to be considered cancelled. In the event that you fail to pay outstanding amounts owed, your membership will be considered suspended, the Membership Agreement will not be cancelled, and FOTF reserves the right to pursue additional avenues or means to receive monies owed.

AGREEMENT TO PARTICIPATE and ASSUMPTION OF RISK

By signing up for and/or attending classes, events, activities, and other programs and using the premises, facilities and equipment (individually and/or collectively, the "Classes" and "Facilities") of FOTF and its subsidiaries, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in group fitness classes and exercise equipment in association with the Classes and Facilities.

You acknowledge that some of these risks cannot be eliminated regardless of the care taken to avoid injuries. You also acknowledge that the specific risks vary from one activity to another, but range from (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death.

At all times, you shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions given to you by staff. If in the subjective opinion of the FOTF staff, you would be at physical risk participating in FOTF's Classes, you understand and agree that you may be denied access to the Classes and Facilities until you furnish FOTF with an opinion letter from your medical doctor, at your sole cost and expense, specifically addressing FOTF's concerns and stating that FOTF's concerns are unfounded.

In consideration of being allowed to participate in and access the Classes and Facilities, you hereby (1) agree to assume full responsibility for any and all injuries or damage which are sustained or aggravated by you in relation to the Classes and Facilities, (2) release, indemnify, and hold harmless FOTF, its direct and indirect parent, subsidiary affiliate entities, and each of their respective officers, directors, members, employees, representatives and agents, and each of their respective successors and assigns and all others, from any and all responsibility, claims, actions, suits, procedures, costs, expenses, damages, and liabilities to the fullest extent allowed by law arising out of or in any way related to participation in the Classes or use of the Facilities, and (3) represent that you (a) have no medical or physical condition that would prevent you from properly using any of FOTF's Classes and Facilities, (b) do not have a physical or mental condition that would put you in any physical or medical danger, and (c) have not been instructed by a physician to not participate in physical exercise. You acknowledge that if you have any chronic disabilities or conditions, you are at risk in using FOTF's Classes and Facilities, and should not be participating in any Classes.

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. FOTF has put in place aggressive preventative measures to reduce the spread of COVID-19. However, the facility cannot guarantee that you or any member/employee of FOTF will not become infected with COVID-19.

You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you MAY be exposed to or infected by COVID-19 by attending FOTF classes and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with my attendance at FOTF ("Claims"). You hereby release, covenant not to sue, discharge, and hold harmless FOTF, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of FOTF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any FOTF program.

You expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

You agree to be solely responsible for the safety and well-being of yourself.

You agree to comply with all rules imposed by FOTF regarding the use of the facilities and equipment.

You agree to conduct yourself in a controlled and reasonable manner at all times, according to the safety and general operating protocols clearly outlined by FOTF. You also agree to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

You understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

MISCELLANEOUS

CONDUCT/DAMAGES: FOTF is committed to the health, safety, and welfare of each of its members and will not tolerate unreasonable, threatening, obscene, harassing, indecent or illegal behavior. Members who do not observe FOTF's rules and regulations or who abuse equipment in any fashion will be asked to leave. FOTF has the right to judge behavior and respond accordingly. This right includes, but is not limited to termination of a membership without refund to any member engaging in unacceptable behavior. The member shall pay for any damages to FOTF property which results from the willful or negligent conduct of any member, member's guest, or member's dependent child. Not all rules and regulations are listed in this agreement. FOTF reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by FOTF.