



TERMS AND CONDITIONS

RELEASE OF LIABILITY – ASSUMPTION OF RISK

Using the Endurance Fitness Performance LLC (EFP) facilities, services or activities involves the risk of injury to you, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. **In consideration of your acceptance of the benefits under this agreement, you understand and voluntarily accept this risk and agree that EFP, its owners and employees will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from any negligence of EFP or anyone on EFP's behalf or anyone else whether related to exercise or not.** You agree to indemnify, defend and hold EFP harmless against any liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by you negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify EFP from all property damage brought by you, your guests, or minors, even if EFP was negligent. Further, you understand and acknowledge that EFP does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that EFP is providing recreational services and may not be held liable for defective products. By clicking the button, you acknowledge and agree that you have read the forgoing and know of the nature of the activities provided by EFP and you agree to all the terms of this agreement and acknowledge that you have received a copy of it and the membership policies.

By clicking below, I give my express consent to receive marketing communication from or on behalf of EFP by email and other means. I acknowledge that I may change my communication preferences by contacting EFP via email.

You, the buyer, may cancel this agreement at any time prior to midnight of the thirtieth calendar day after the date of this agreement. To cancel this agreement, email a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Such notice shall be sent to: info@endurancefitnessperformance.com.

AUTHORIZATION FOR BALANCE DUE



By clicking the button below, I authorize Endurance Fitness Performance, LLC (EFP) to charge, or to initiate transfers from the account designated above for the purpose of making the scheduled payments on the Balance Due, until such amounts are paid in full or until the applicable membership is terminated or canceled, whichever occurs first. This authorization will remain in full force and effect during the term of this membership agreement until canceled by EFP, or until EFP received my written revocation. I understand that I may stop any ACH Debit by notifying the financial institution named above at least 3 days before the scheduled date of the transfer.

I confirm that I am authorized under the terms of the applicable agreement with my financial institution (the "Bank Agreement") to use the account I have designated for the purchase of services from EFP. I certify that all statements made in this payment authorization are true and correct to the best of my knowledge. I understand that any failure by the applicable financial institution to pay any charge does not release me from any liability for obligations owing to EFP. I agree to comply with my Bank Agreement at all times that this authorization is in effect.

MEMBERSHIP

Your membership permits you to use EFP's facilities, equipment, training platforms and services as shown. Your membership is non-transferable. Any special promotional membership or rate regarding privileges, usage is valid only during the duration listed at the time of the promotional membership or rate.

FINANCIAL POLICY AND NOTICES

Dues and Fees: You agree to pay the dues and fees listed on the EFP website and/or printed materials. EFP immediately earns the initiation fees when you buy your membership, including any and all paid amounts or unpaid portions which are to be paid according to a payment plan. These fees are not refundable, except as stated in the **Terms of Cancellation, Termination, Refund** section of this agreement. Whether or not you use the facilities, training platforms or services, you must still pay your monthly membership dues until the membership term is completed. Non-use of EFP facilities, training platforms or services is not a basis for refund of membership dues or any portion thereof. You agree to pay EFP a fee of \$30 for any returned check, or other non-payments, such as for insufficient funds, closed accounts, frozen or declined credit or similar circumstances.



REPRESENTATIONS

Physical Condition: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of EFP facilities, training platform and services. If you have any health or medical concerns now or after you join, discuss them with your doctor before using services, training platforms or facilities. You acknowledge that you have been informed that EFP has available a questionnaire designed for you to determine whether you should consult a physician before participating in an exercise program and that you understand EFP assumes no liability to you if you undertake physical activity without consulting your doctor or against the advice of your doctor.

Entire Agreement and Enforcement: You acknowledge that neither EFP, its owners or its employees, made any representations or promises upon which you relied that are not stated in this agreement. Handwritten changes to this agreement are not valid.