



4112 FM 762 Rd  
Rosenburg, TX 77469  
Registration # 20200118

Club #: 07292 Member #: \_\_\_\_\_

*The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.*

**LSSE M6 FOOTBALL, LLC ("TEXANS FIT") IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF HOUSTON NFL HOLDINGS, L.P ("LICENSOR") TO USE THE HOUSTON TEXANS MARKS IN CONNECTION WITH ITS OPERATION. NEITHER LICENSOR NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS TEXANS FIT IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.**

Membership Barcode: \_\_\_\_\_  
Membership Type: \_\_\_\_\_  
Membership Rep: \_\_\_\_\_

Agreement Date: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Obligation/Exp Date: \_\_\_\_\_

Member Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Birth Date: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Referred By: \_\_\_\_\_  
Email: \_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_  
Emergency Contact #: \_\_\_\_\_

Your Membership Begins: \_\_\_\_\_  
Your Membership Expires: \_\_\_\_\_  
Initiation Fee: \_\_\_\_\_  
First Month Dues: \_\_\_\_\_  
Last Month Dues: \_\_\_\_\_  
Prepaid Amount: \_\_\_\_\_  
Sales Tax: \_\_\_\_\_  
Total Due Today: \_\_\_\_\_  
Date Paid: \_\_\_\_\_

Texans Fit would like to keep you updated on club announcements! By checking this box, you agree to receive automatically dialed text messages, including marketing messages from Texans Fit at the phone number(s) you have listed above. You are not required to agree to receive these messages as a condition of becoming a member or purchasing any property, goods, or services. Message and data rates may apply. You hereby confirm that checking this box creates an electronic signature with the same effect as a handwritten signature. You can opt out at any time by responding STOP to any text message you receive from Texans Fit or emailing \_\_\_\_\_.

**. . . . . Members with Access to Club Facility . . . . .**

|                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|
| FAMILY MEMBER     | FAMILY MEMBER     | FAMILY MEMBER     | FAMILY MEMBER     |
| Birthday: _____   | Birthday: _____   | Birthday: _____   | Birthday: _____   |
| Gender: _____     | Gender: _____     | Gender: _____     | Gender: _____     |
| Barcode ID: _____ | Barcode ID: _____ | Barcode ID: _____ | Barcode ID: _____ |

**Prepaid Membership**

**Prepaid Initial Annual Renewal Amount (Optional Renewal)**

Please check one box only.

- This Agreement is not renewable.
- This Agreement is renewable. If renewable, you may choose to renew this membership for twelve (12) additional months by paying a renewal fee of \$\_\_\_\_\_ prior to the expiration of the then current term of this Agreement. This amount is for the first twelve (12) month renewal term immediately following expiration of the Paid Period. This amount does not include applicable taxes which shall be applied at the time of renewal. Member must be in good standing at the expiration of the Paid Period to be eligible for this renewal.

| 1st Pay. Schedule : DUES |                        |                  |
|--------------------------|------------------------|------------------|
| Number of Payments       | Monthly Payment Amount | Payment Due Date |
|                          | \$                     |                  |
| 2nd Pay. Schedule :      |                        |                  |
| Number of Payments       | Monthly Payment Amount | Payment Due Date |
|                          | \$                     |                  |
| 3rd Pay. Schedule :      |                        |                  |
| Number of Payments       | Monthly Payment Amount | Payment Due Date |
|                          | \$                     |                  |

Member Signature \_\_\_\_\_

**Monthly Membership**

**First Bill Date:** the date of each month beginning 30 days after your membership enrollment date. The monthly EFT charges will be billed on each subsequent month of such date so long as the membership is in effect.

**Annual Fee:** \$49.00 (single membership), \$69.00 (couple membership), \$99.00 (family membership) (The Annual Fee is due and payable each year on the 90th day after your membership enrollment date (and each subsequent anniversary of such date), so long as the membership is in effect).

The period covered by First Month's Dues, as well as any additional days of membership for which payment is received by Texans Fit, is the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

On behalf of my minor child and myself, I agree to the terms and conditions of the Membership Agreement, including the Waiver of Liability/Buyer's Indemnity and Arbitration clauses in this Agreement, and I agree to defend and indemnify Texans Fit to the fullest extent permitted by law for any claim brought by my minor child against Texans Fit. I also promise to pay any financial obligation that my minor child does not pay for any reason. **Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

|   |   |                |              |  |
|---|---|----------------|--------------|--|
|   | <b>REQUEST FOR PREAUTHORIZED PAYMENT</b><br>PLEASE ATTACH A VOID OR BLANK CHECK<br>I/We hereby request the privilege of paying to ABC Fitness Solutions, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of: _____ |                |              | <b>REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS</b> |
|   | Payment Method: _____   |                |              |  |
| BANK NAME   | ROUTING NUMBER (9 DIGITS)   | ACCOUNT NUMBER | ACCOUNT TYPE | ACCOUNT OWNER  |
| CARD TYPE   | ACCOUNT NUMBER  | EXPIRATION M/Y | CARD OWNER   |  |
| <small>           (1) The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.<br/>           (2) One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.<br/>           (3) If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.<br/>           (4) By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfitness.com under terms and conditions.<br/>           (5) The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.<br/>           (6) If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.<br/>           (7) If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.<br/>           (8) By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.<br/>           (9) This preauthorization payment arrangement shall apply to the following Applicant(s): _____         </small> |   |                |              |  |
| Date: _____   | Account Holder Signature: _____   |                |              |  |

1. NOTICE TO PURCHASER: DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.
2. 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 SIGNED THIS CONTRACT A NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: TEXANS FIT AT 4112 FM 762 RD, ROSENBERG, TX 77469.
3. 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 FOLLOWING ADDRESS: TEXANS FIT AT TEXANS FIT AT 4112 FM 762 RD, ROSENBERG, TX 77469; AND (B) FILE A CLAIM FOR 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 SEND 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.
4. 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: TEXANS FIT 4112 FM 762 RD, ROSENBERG, TX 77469.
5. IF THE HEALTH SPA IS RENDERED UNUSABLE FOR 30 CONSECUTIVE DAYS OR LONGER BECAUSE OF AN EVENT BEYOND THE CONTROL OF THE OWNER OR OPERATOR OF THE HEALTH SPA, INCLUDING A NATURAL DISASTER, THE HEALTH SPA SHALL EXTEND THE TERM OF EACH AFFECTED MEMBER'S CONTRACT FOR A PERIOD EQUAL TO THE TIME THAT THE HEALTH SPA IS RENDERED UNUSABLE.
6. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.
7. IF THE HEALTH SPA DOES NOT OPEN BEFORE JANUARY 1ST, 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 TEXANS FIT, IS LOCATED WITHIN 10 MILES OF TEXANS FIT AT 4112 FM 762 RD, ROSENBERG, TX 77469. 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 JANUARY 1ST, 2017 OR IF THE NEW SPA DOES NOT REMAIN OPEN FOR 30 DAYS.

You are entitled to receive your refund within 30 days of receipt of notice of cancellation, less payment for any health club services rendered prior to such cancellation.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature (if different from Member): \_\_\_\_\_ Date: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By execution of a Membership Agreement with Texans Fit (the "Agreement"), the Member or authorized person obligated under this Agreement ("Buyer") agrees to the following Terms and Conditions ("Terms and Conditions"), including without limitation the arbitration provisions set forth in Section 3.19. In regards to a couple (2 members) or family (3 or more members) membership, the term "Member" or "You" in the Agreement includes all persons enrolled under that Agreement where applicable. By signing this Agreement, Member and/or Buyer acknowledge that Member and/or Buyer understand Member and/or Buyer's right to request a comprehensive list of each membership plan Texans Fit offers for sale:

#### ADDITIONAL MEMBERSHIP AGREEMENT TERMS

##### (1) MEMBERSHIP PAYMENT AND TERMS

**(1.1) Description of Services.** This is a club membership agreement and not an optional services agreement such as personal training which is a separate agreement. This club membership agreement entitles Member to access the facility designated above during business hours. This club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It

**(1.2) Rules, Regulations and Schedules.** Member agrees to abide by the rules, regulations and schedules of Texans Fit, which may be posted at the facility, sent by email to the Member's email address on file, or issued orally, and which may be amended from time to time at Texan Fit's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges. At the sole discretion of Texans Fit, a Member's membership may be revoked or suspended at any time if in the judgment of Texans Fit (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Texans Fit or any of Texans Fit's Members, (c) Member has instituted any type of legal action against Texans Fit, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) Texans Fit has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member. Nothing in this Agreement shall be construed as waiving the Member's right to make any statement regarding Texans Fit, its employees or its good or services.

**(1.3) Member's Obligation.** Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the Texans Fit facilities. Dues are for the period stated in the Agreement. Member and/or Buyer may not transfer this Membership to another Person. If a family membership drops to two members, dues will be reduced to reflect the dues charge to the couple rate in effect at the time of the drop. If a family or couple membership drops to one member, the dues for that member will change to the single membership rate in effect at the time of the drop. If the member responsible for paying the family or couple dues ("Primary Member") fails to timely pay the dues, another member must make arrangements to pay the dues, or Texans Fit has the right to terminate all the memberships. If the Primary Member cancels a membership, the membership will effectively be cancelled unless Texans Fit has received a notice of change of status of the Primary Member. Texans Fit will accept notice of a change of status (in writing) only if it's signed by the member whose status has changed and the new Primary Member.

**(1.4) Initiation Fee.** There may be a one-time initiation fee which Member and/or Buyer shall be required to pay upon execution of the Agreement and acceptance of these Terms and Conditions with Texans Fit or as otherwise agreed to by Texans Fit. This fee will change from time to time at Texans Fit's discretion. This fee is nonrefundable. Resignation from Texans Fit shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the Membership has not terminated or expired.

**(1.5) Monthly Dues, Annual Fee, and other Fees.** Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the Agreement. Texans Fit may adjust the monthly Membership dues and the Annual Fee upon giving Members thirty (30) days prior notice, posted in a Texans Fit facility, sent by email to Member's email address on file with Texans Fit, and/or sent by mail to Member or Buyer. Except as otherwise set forth herein, Texans Fit may adjust any fees at any time at its sole discretion. Texans Fit has the right to add to the monthly Membership dues any tax imposed by the government.

**(1.6) Prepaid Membership Renewal Amount.** If the Member has a prepaid Membership, then Texans Fit will not increase the Initial Annual Renewal amount on page 1 of this Agreement, but may increase all subsequent annual renewal amounts. Texans Fit will send notice to the Member or Buyer of the new annual renewal amount each year thereafter prior to the end of the then current term. Texans Fit has the right to add to the Prepaid Membership any tax imposed by the government.

**(1.7) Payment Authorization and Disclosures. PLEASE READ CAREFULLY.** Monthly dues, Annual Fee, and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member or Buyer's checking account, savings account, credit card account, or debit card account designated in this Agreement. Members or Buyers must authorize payments to be made through a third party administered electronic funds transfer system. Members or Buyers maintain full control and privacy over their accounts at all times, and the transfer of the funds affects only those fees that have prior authorization of the Member or Buyer. The transfer will take place automatically once every month unless Texans Fit notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Texans Fit facility, sent by email to Member's email address on file with Texans Fit, and/or sent by mail to Member or Buyer.

References to "I" in this Section 1.7 refer to the Member or Buyer. The authorization in this Section 1.7 applies to the account designated

on the front page of this agreement or an updated account provided by the Member or Buyer (the "Designated Account"). The Dues, Fees and Charges reflected in the Monthly Amount Due on the front of this agreement will be transferred from or charged to the Designated Account on the 5th or 20th day of each month unless Texans Fit notifies the Member or Buyer otherwise by giving Members thirty (30) days prior notice, posted in a Texans Fit facility, sent by email to Member's email address on file with Texans Fit, and/or sent by mail to Member or Buyer. These are "Scheduled Payments."

**(a) Authorization for Payments by Credit Card.** I authorize Texans Fit to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Texans Fit to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due.

**(b) Authorization for Payments by EFT.** I authorize Texans Fit to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Texans Fit to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due. I also understand that I may stop any Scheduled Payment by notifying the financial institution which holds the Designated Account at least three (3) business days before the scheduled date of the transfer.

**(c) How to Revoke this Authorization.** This authorization will remain in full force and effect during the term of this Membership Agreement, unless I revoke it. I understand that I may revoke this authorization at any time by notifying Texans Fit at 4112 FM 762 Rd, Rosenberg, TX 77469. Note: The revocation will only be effective as to transfers that are scheduled to occur at least ten (10) business days after Texans Fit receives the notice. If the revocation cannot be processed prior to the scheduled date of the charge or transfer, Texans Fit shall refund the debited amount. Revocation of this authorization, or my stopping any payment, does not relieve me of my obligation to pay amounts due to Texans Fit under this Membership Agreement, and I will remain liable for such amounts until they are paid in full.

**(d) Compliance with Designated Account Agreement.** I certify that I am authorized under the terms of my agreement (the "Designated Account Agreement") with the financial institution that holds the Designated Account (the "Financial Institution") to use the Designated Account for payments to Texans Fit. I further certify that all statements made by me to Texans Fit in connection with the Designated Account are true and correct to the best of my knowledge. I understand that any failure by the Financial Institution to pay any charge in full does not release me from any liability for any obligations owing to Texans Fit. I agree to comply with the terms of the Designated Account Agreement at all times while this authorization is in effect.

**(1.8) Dishonored Check or Credit Card.** If any check, account debit, or credit card charge payable to Texans Fit by Member and/or Buyer is returned, rejected or dishonored, Texans Fit management shall, in each instance, to the extent permitted by law, (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection, and (b) charge such other fees as may be permitted by applicable law.

**(1.9) Limited Memberships. Memberships may be limited so that Members may have reasonable access to Texans Fit facilities.** It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; or that Members may not always be able to attend preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come first-served basis.

**(1.10) Unpaid Balances.** All balances owed by Member and/or Buyer that are in arrears are subject to monthly service charges. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by Texans Fit for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight on the anniversary date of the annual membership or Member's privilege to use Texans Fit facilities may be suspended and a new initiation fee will be required. Texans Fit reserves the right to charge past due balances, plus applicable charges, to the Membership account under the EFT authorization.

**(1.11) Membership Term.** The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by Texans Fit, or any prepaid period are the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

**(1.12) Cancellation of Membership.**

**(1.12.1)** Member has three (3) business days to cancel the Agreement from date of purchase. To cancel, mail a letter to the following address: Texans Fit at: 4112 FM 762 Rd, Rosenberg, TX 77469. It is recommended that (you) Member send (your) Member's cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that (you) Member did cancel. If Member hand delivers Member's cancellation to a Texans Fit facility, Member should be sure to receive a signed statement from a Texans Fit employee acknowledging Members' cancellation.

**(1.12.2) Death or Disability.** Death or Disability. If, by reason of death or disability, you are unable to receive all of the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum as allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative. For purposes of this provision "disability" means a condition which precludes you from physically using the facilities. Your disability must be confirmed in writing by a physician.

**(1.12.3) Close of Facility and/or Move.** Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the facility at which the Agreement in entered into permanently ceases operation and fails to offer an alternate location, substantially similar, within ten (10) miles.

**(1.12.4) New Facility.** You may cancel the contract and receive a pro rata refund if the health club fails to provide the specific facilities advertised or offered in writing by the time indicated.

**(1.12.5) Opening of Club.** If the facility first identified above has not opened as of the date of this Agreement, Member and/or Buyer may cancel this Membership Agreement at any time prior to midnight of the third (3rd) business day after the date such facility opens for business, excluding Sundays and holidays. To cancel this Membership Agreement, mail or deliver a signed and dated notice stating that Member and/or Buyer, as applicable, is cancelling this Membership Agreement, or words of similar effect. Such notice shall be sent to Texans Fit at 4112 FM 762 Rd, Rosenberg, TX 77469, or delivered to the facility. Member or Buyer, as applicable, is entitled to receive a refund within thirty (30) days of receipt of the notice of cancellation, less payment for any services rendered prior to such cancellation.

**(1.12.6) Relocation.** Member may cancel this Agreement if they can provide proof that Member is permanently moving more than ten (10) miles away from any Texans Fit facility. Proof such as a utility bill, lease agreement, driver's license, military orders or any other document that could validate such proof will be accepted. Should you move further than 10 miles from the club and be unable to transfer this membership to a comparable facility, you shall be relieved from your obligation of making payment for services other than those received prior to your move, and if you prepaid any sum for services other than those received prior to your move, so much of such sum as is allocable to services you have not received shall be promptly refunded. Notwithstanding the above you will be charged an administrative fee of \$25 if you cancel this Agreement.

**(1.12.7) Material Changes in Services.** Member may cancel this Agreement if the health club materially changes the services promised as part of the initial contract.

**(1.12.8) Written Requests.** Memberships cannot be cancelled by phone or verbal conversation. Cancellation requests will only be honored if sent in writing or filled out at a Texans Fit facility. All paperwork is deemed a request until a Texans Fit employee can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to Member along with reason of denial or instructions for acceptance and refund.

**(1.12.9) Cancellation of Monthly Membership.**

**(1.12.9.1)** If you have a monthly payment membership, you may terminate this Membership Agreement by providing at least ten (10) days' notice prior to the next bill date to Texans Fit delivered: (a) by U.S. mail to Texans Fit at 4112 FM 762 Rd, Rosenberg, TX 77469 or (b) by hand to the manager at your facility. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. Texans Fit shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than ten (10) days after the termination notice is received by Texans Fit. If the termination cannot be processed prior to the scheduled date of the charge or transfer, Texans Fit shall refund the debited amount. No further charges will be incurred if last month's dues were paid at the execution of this Agreement.

**(1.12.10) Cancellation of Prepaid Membership**

**(1.12.10.1)** If you have a Prepaid Membership, you may not terminate it during the Paid Period (or receive a refund), unless specifically stated above. If you do not renew your Prepaid Membership by the renewal date, your Prepaid Membership automatically expires.

**(1.13) Refunds.** Refunds, if applicable, shall be made within thirty (30) days of receipt of notice of cancellation.

**(1.14) Change of Membership Type.** Any membership can be changed by buying a new membership at the standard price and cancelling the previous membership.

**(1.15) Freeze Policy.** (a) Medical. If Member is medically unable to use the Texans Fit facilities, Member may request a freeze of his or her membership in monthly increments for a minimum of 1 month and a maximum of 6 months per year. Members must provide a doctor's note at the time of requesting a freeze. Texans Fit reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical, if a Member desires to freeze his or her account for a non-medical reason, Member should consult with Member's Texans Fit facility. All requests must be received at least fourteen (14) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

**(1.16) Buyer's Indemnity.** Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Texans Fit, its affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all Texans Fit facilities.

**(2) MEMBER RISK.** Member and Member's guests shall hold Texans Fit harmless from any illness, loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a Texans Fit facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of Texans Fit, its affiliates, agents or employees.

**(2.1) Member's Health Warranty.** Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, known or obvious symptoms of or risks factors for a highly communicable disease (i.e. COVID-19), or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a Texans Fit facility and shall indemnify Texans Fit, its affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician

are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, respiratory ailments or impairments, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

**(2.2) Warning.** Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

**(2.3) Medical Disclaimer.** Member has been informed and acknowledges that Texans Fit has made no claims as to medical results that can or may be obtained through use of any Texans Fit facility and cannot and does not warrant that such facility is free from communicable diseases. Texans Fit has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member represents that there is no medical or physical conditions or known symptoms or risk factors that would preclude the use of Texans Fit's facilities and each Member further represents that he or she has not been instructed by any physician not to use Texans Fit's facility or any similar facility.

**(2.4) Orientation.** Member is strongly encouraged to take advantage of the complimentary initial orientation and ongoing support available to ensure the proper safe and use of all equipment.

**(2.5) Waiver of Liability.** Any strenuous athletic or physical activity involves certain risks. Use of public facilities may increase the risk of transmission of communicable diseases. Member and Member's guests assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold Texans Fit harmless, discharge and absolve Texans Fit, its agents and employees from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of Texans Fit, its affiliates, agents or employees.

**(2.6) Loss of Property.** Members and Member's guests are urged not to bring valuables onto the premises of a Texans Fit facility. Texans Fit shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member or Member's guests.

### **(3) GENERAL PROVISIONS**

**(3.1) Members and Guests Rules.** Members and Member's guests shall abide by Texans Fit's rules and regulations and any amendments and/or modifications thereto which may be made from time to time by Texans Fit at Texans Fit's sole discretion.

**(3.2) Proof of Membership.** Member shall receive one membership card (included with Member's membership) (the "Membership Card") from Texans Fit and must present it to the reception desk personnel each time Member enters a Texans Fit facility. Lost membership cards will be replaced for a fee of five dollars (\$5), which may be adjusted from time to time. The card must be replaced if lost. Member is required to notify Texans Fit immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use Texans Fit's facilities without his or her Membership Card will be required to provide proof of identity. (e.g. valid driver's license, etc.)

**(3.3) Day Lockers.** Lockers may be provided solely for the benefit and convenience of Texans Fit members. Texans Fit will remove any articles left in a locker overnight. Member must provide his or her own lock and should not leave any valuables in his or her locker.

**(3.4) Pets and Bicycles.** Pets (not including service animals) and bicycles are not permitted in or around a Texans Fit facility.

**(3.5) Dress Code.** Proper athletic attire is required. Texans Fit reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

**(3.6) Protective Eyewear.** Racquet sports players are required to wear eye protection on the courts.

**(3.7) Independent Contractors.** From time to time, Texans Fit may make the services of independent contractors available to Member or Member's guests. Texans Fit does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time.

**(3.8) Member Guests.** Member's guests are permitted in Texans Fit, but only pursuant to such rules, regulations, fees, and schedules for guests as then may be in effect. Texans Fit reserves the right to limit the number of times any one guest can use a Texans Fit facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of Texans Fit would be detrimental to Texans Fit or any of its members. All Members' guests must register at the front desk with valid identification.

**(3.9) Spotting.** Texans Fit recommends to all Members and to all Member's guests, spotting by another member or Texans Fit trainer when using any free weights.

**(3.10) Change in Membership Information.** Member must promptly notify Texans Fit in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from Texans Fit to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with Texans Fit at the time of the mailing.

**(3.11) Change in Facilities and Operating Hours.** As a result of repair, maintenance or special occasions, or due to health and safety reasons, Texans Fit may be required to restrict the use or temporarily close one or more Texans Fit facilities or halt or modify a Texans Fit activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. Texans Fit's hours of operation may be modified from time to time without prior notice to Member. Texans Fit reserves the right to change the facility from time to time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at Texans Fit's sole discretion.

**(3.12) Special Events.** Texans Fit may from time to time reserve the use of its facilities for special events, competitions and private functions.

**(3.13) Closing of Facility.** It is anticipated that a part of the facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place or for health and safety reasons. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off-hours or summer months. Texans Fit may be closed for holidays, and may be closed periodically for renovations. Texans Fit may also offer members the use of other conveniently located Texans Fit facilities during the period of unavailability.

**(3.14) Interruption of Services.** In case of a long term interruption of service (e.g. fire, state, local or national governmental order or health and safety restrictions which prohibit or limit the use of some or all of the services, or other circumstances that restrict use of some or all services or make provision of services unadvisable), Texans Fit reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar Texans Fit facility within a five-mile radius where available; or (c) provide goods and services of equal or greater value as solely determined by Texans Fit to make up the lost services. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of a Texans Fit facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a Texans Fit facility cannot reopen within one year of the interruption of service.

**(3.15) Non-Discrimination.** Texans Fit represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for membership. The minimum age for Texans Fit membership is eighteen (18), unless the child is part of a family membership, or parental permission and Texans Fit's consent is given and approved by Texans Fit at Texans Fit's sole discretion.

**(3.16) Children's Use.** All children under eighteen (18) years of age must be accompanied by such child's parent or guardian at all times within a Texans Fit facility unless: (i) they are in a supervised activity, or (ii) they are seventeen (17) years of age and over, with parental permission and approval by Texans Fit (at Texans Fit's sole discretion) received by the facility. Some children's programs require fees to be paid in advance. Texans Fit reserves the right to discontinue use by any child who is unsupervised, or whose behavior is offensive or disruptive.

**(3.17) Group Exercise Policies.** Each class is limited to a set number of participants and social distancing policies that may apply. Members should not enter a class late without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If Member is just starting a group fitness program or has an injury, prenatal conditions or problem that may prevent full participation, please discuss this with the group fitness instructor at least five (5) minutes before class. Proper clothing and footwear must be worn in all group fitness classes. Texans Fit reserves the right to change the group fitness schedule at any time including the addition or deletion of classes, as well as changes in instructors, class times and length of classes. Texans Fit reserves the right to change group fitness policies when necessary and require advanced reservations for heavily attended classes. Reservations may be released within five (5) minutes prior to the scheduled class time and Member may enter on a walk in basis provided there are openings in the class. Member's attending a class shall, in addition to the Terms and Conditions, follow any rules promulgated by such class' instructors.

**(3.18) Personal Training.** In addition to these Terms and Conditions, any and all personal training provided by Texans Fit shall be pursuant to any additional terms and conditions set forth in a separate personal training contract entered into by a Member and Texans Fit. Use of personal trainers not approved by Texans Fit is prohibited at all Texans Fit facilities. Member may not train other members or guests, conduct business activity or solicit any business at any Texans Fit facility. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by a Member or guest for such services.

**(3.19) Dispute Resolution and Arbitration.** At the election of either the Member or Buyer ("you") or Texans Fit, including Texans Fit's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, "The Company" or "We"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or The Company against the other, arising from or relating in any way to (i) this Agreement, (ii) your membership or use of The Company facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules, including directions on how to initiate a claim, may be obtained from the AAA website at [www.adr.org](http://www.adr.org) or by contacting The Company. The above notwithstanding, any Claim that relates to allegations of Member's or Buyer's personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims.

ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.

**OPT-OUT. YOU MAY OPT-OUT OF ARBITRATION BY NOTIFYING THE COMPANY IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH THE COMPANY BY ARBITRATION. SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO Texans Fit Member Services at 4112 FM 762 Rd, Rosenberg, TX 77469. WITHIN 90 DAYS OF THE DATE YOU SIGNED THIS AGREEMENT**

Alternatively, you and The Company may pursue a Claim within the jurisdiction of any appropriate Small Claims Court in the state of Texas, or the equivalent court in the state of Texas (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and The Company also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

All Claims, whether brought in arbitration or in court, will be barred unless the proceeding is commenced within 2 years before the date the complaining party know or should have known of the facts giving rise to the Claim.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state of Texas and, as applicable, federal law.

Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where the facility is located.

The Company will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against The Company, The Company will reimburse you for any fees paid to the AAA or the arbitrator in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask The Company to do so in your stead, The Company will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your membership, including your payment in full, and your filing of bankruptcy.

**(3.20) Entire Agreement.** The Agreement, these Terms and Conditions, and all rules and regulations of Texans Fit, as revised from time to time, constitute the entire and exclusive agreement between Texans Fit and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. Notwithstanding the foregoing, if Member/Buyer enrolled as a Member through a corporate program, then the terms of the agreement of the corporate program shall control in the event of any inconsistencies with this Agreement. The Agreement may be modified only by an instrument in writing; However, Texans Fit or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. In addition, Texans Fit or any assignee of the Agreement may modify the Agreement at any time as necessary to comply with changes in applicable law. Texans Fit may void the Agreement if it is not completed by a Texans Fit employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Texans Fit employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement. If you have any questions regarding this Agreement or these Terms and Conditions please contact Texans Fit Member Services at 4112 FM 762 Rd, Rosenberg, TX 77469.

**(3.21) Governing Law.** This Membership Agreement shall be interpreted under the laws of the State of Texas. Any litigation under this Membership Agreement shall be resolved in the courts of the State of Texas or a federal court sitting in Texas.

**(3.22) ) Privacy Policy.** Members may review Texans Fit's privacy policy at <https://texansfit.com/privacy>.

**Default and Late Payments.** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than five days late. A service fee will be charged immediately for any check, draft, credit card, or order returned for insufficient funds or any other reason. Should any monthly payment become more than five days past due, you will be charged a late fee. If the Member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Fitness Solutions, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. **NOTE: Members paying monthly dues by E.F.T. are subject to \$10.00 per month increase of monthly dues if E.F.T. payment is stopped or changed. This will not affect any other provisions of this agreement.**

**Consent to Contact.** Member affirms, acknowledges and attests that Member's mailing address, telephone number, cellular telephone number and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Texans Fit and ABC Fitness Solutions, LLC, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Texans Fit and/or ABC Fitness Solutions, LLC.

**Arbitration.** Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the city of your club location and state of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Fitness Solutions, LLC.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

**E-SIGN Consent.** Certain laws and regulations may require Texans Fit and/or ABC Fitness Solutions, LLC, to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Texans Fit and/or ABC Fitness Solutions, LLC, may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Texans Fit and/or ABC Fitness Solutions, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Texans Fit and/or ABC Fitness Solutions, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Texans Fit and/or ABC Fitness Solutions, LLC, and to promptly notify Texans Fit and/or ABC Fitness Solutions, LLC, of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Texans Fit and/or ABC Fitness Solutions, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that it must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that it may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Texans Fit and/or ABC Fitness Solutions, LLC, will notify Member following such material modification. **By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view and receive the Documents electronically, and that Member has provided a valid and active email address to Texans Fit and/or ABC Fitness Solutions, LLC.**

**Member Initials** \_\_\_\_\_

**NOTICE:** ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Tax:** Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

**FOR ALL BILLING INQUIRIES PLEASE CONTACT ABC FITNESS SOLUTIONS AT: 1-888-827-9262 or [www.abcfitness.com](http://www.abcfitness.com)**

**Biometric Information Collection Policy and Consent**

LSSE M6 Football, LLC (the "Club") uses biometric technology for the purpose of identifying Members and related uses including, without limitation, access to the Club facility, and verifying use and completion of training sessions and/or other services provided at the Club. Specifically, the Club may use Member biometric information and identifiers for purposes of documenting use of and entry into the Club, and use of services offered at the Club, including physical training services. This policy defines the procedures for the collection, use, safeguarding, storage, retention, and destruction of information gathered by or associated with biometric technology. The Club protects this information in compliance with all applicable laws. The Club will not collect any Member's fingertip information, or any mathematical representation of a scan, without the Member's prior written consent. The Club will inform Members of the specific purpose for which fingertip information, or any mathematical representation, is being collected and the length of time that it will be stored. The Club will permanently destroy a Member's fingertip information, or any mathematical representation, contained in the Club's data records within one week of the effective date of the termination or cancellation of the Member's membership and agreement with the Club. Within such one-week period, the Club will direct any third-party company that provides the biometric collection technology and related services to permanently destroy any fingertip information, or any mathematical representation, in its possession. The Club will not sell, lease, trade, or otherwise profit from an individual's fingertip information. The Club will not disclose fingertip information to any third party unless a) an individual consents to the disclosure of his or her fingertip information, b) the disclosure is necessary to the completion of a financial transaction requested or authorized by the individual, c) the disclosure is required by law, or d) the disclosure is required by valid subpoena by a court of competent jurisdiction. The Club will take reasonable steps to store, transmit, and protect from disclosure all fingertip information, and will protect all fingertip information in the same or in a more protective manner that the Club stores, transmits, and protects its own confidential and sensitive information.

Your fingertip information will not be disclosed by the Club without your prior written consent unless required by law or valid subpoena.

If applicable state law imposes more stringent or additional limitations on the Club's collection, use, safeguarding, handling, storage, retention, and destruction of your biometric data, such law provisions are incorporated into this policy and replace policy provisions contradictory to such state law.

By signing below, you acknowledge that you have read the Club's Biometric Information Collection Policy and Consent, you understand it, and you voluntarily consent to the collection and use of your biometric information in the manner and for the purposes described herein, including consent to disclosure of the information to a third-party data company that provides the biometric collection technology and related services.

Member Printed Name: \_\_\_\_\_

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_