



**GOLD'S GYM®**  
**CORPORATE MEMBERSHIP CONTRACT**  
**KIPP AUSTIN PUBLIC SCHOOLS**  
(here after referred to as "Company")

SOUTH CENTRAL  
 Store No. 0704  
 1701 W Ben White Blvd, Austin, TX 78704  
 Telephone: 512-326-1199  
 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"/> <b>GOLD ACCESS (PRIMARY):</b> \$25.95 +Tax [Monthly] *Enrollment Fee: \$0	<input type="checkbox"/> <b>GOLD FAMILY ADD-ON (PER PERSON):</b> \$25.95 +Tax [Monthly] *Enrollment Fee: \$0
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TOTAL DUES: \$ [----] (Billed to Company) "MEMBERSHIP START DATE \_\_\_\_\_ INITIAL TERM END DATE: [6/30/18] \_\_\_\_\_

**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 \_\_\_\_\_

**NOTICE TO PURCHASER:**

- (1) 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 CONTACTING YOUR HUMAN RESOURCES DIRECTOR OR PLAN MANAGER BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT AND FILLING OUT A CORPORATE MEMBERSHIP CANCELLATION FORM, ALONG WITH ANY SUPPORTING DOCUMENTS IF NEEDED, STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE/FORM MUST BE FAXED TO THE FOLLOWING FAX NUMBER: **866-800-1904**, or EMAILED TO: [CorporateSalesCancellations@goldsgym.com](mailto:CorporateSalesCancellations@goldsgym.com).
- (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 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: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 4001 MAPLE AVENUE #200, DALLAS, TX 75219, by fax **866-800-1904**, or by email to [CorporateSalesCancellations@goldsgym.com](mailto:CorporateSalesCancellations@goldsgym.com).
- (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: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 4001 MAPLE AVENUE #200, DALLAS, TX 75219, or by email to [CorporateSalesCancellations@goldsgym.com](mailto:CorporateSalesCancellations@goldsgym.com).

**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 WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

➔ **Guaranty:** Any guarantor or account holder who signs below guarantees the full payment of all amounts owed by Member to Gold's Gym under this Agreement." This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof. This is a continuing guaranty. Gold's Gym may extend the time allowed for payment, modify this Agreement and release other parties to this Agreement without affecting the obligation of Guarantor.

Name *(Please Print)*: \_\_\_\_\_  Signature: \_\_\_\_\_  DATE: \_\_\_\_\_

**GENERAL:** Member has joined the Gold's Gym location designated at the top of this Agreement. Gold's Gym may allow Member to use other corporate Gold's Gym facilities at its sole discretion. Gold's Gym reserves the right to add or eliminate corporate locations and facilities available to Member. A current list of Gold's Gym corporate facilities is located at <http://www.goldsgym.com/corporate/>. Available corporate locations vary based on your company plan; check with your HR department for restrictions. Membership also includes up to 14 guest visits per calendar year, per gym, at participating Gold's Gym franchise locations with a Travel Pass. Travel Passes must be obtained at Member's local Gold's Gym. The hours of operation will be set by Gold's Gym and may be changed at any time in its sole discretion. Gold's Gym is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Gold's Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Gold's Gym and its subsidiaries. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property.

**RULES AND REGULATIONS:** Member acknowledges and accepts the existence of and the need for rules and regulations governing use of Gold's Gym's equipment and facilities and participation in programs and services (the "**Rules and Regulations**"). Member agrees to adhere to and comply with the Rules and Regulations as presently in effect and as hereafter modified, amended or supplemented. Gold's Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Gold's Gym may cancel Member's membership and terminate this Agreement at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and Member or Company, as applicable, will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

**POSTING OF PETITIONS, NOTICES, ETC.:** The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Gold's Gym's facilities, unless such a document is first submitted and approved by the management of Gold's Gym.

**LIABILITY FOR PERSONAL PROPERTY:** Gold's Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold's Gym's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Gold's Gym for any damage to Gold's Gym's facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guests or invitees.

**PAYMENT DEFAULT:** Member is responsible for payment of all amounts owed to Gold's Gym, other than monthly dues owed by Company per the Company Contract. If Member fails to pay any amount owed by Member (or Company fails to pay Member's monthly dues per the Company Contract) when due under this Agreement or Company Contract, as applicable, then Gold's Gym shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and terminate this Agreement and to require Member to immediately pay all past due balances owed by Member. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances owed by Member. Any payments owing from Member to Gold's Gym that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amounts owed by Member to Gold's Gym when due, Member shall pay all costs and expenses of collection incurred by Gold's Gym, including reasonable attorney's fees and expenses.

**HEALTH REPRESENTATIONS AND AGREEMENTS:** Member represents and warrants to Gold's Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Gold's Gym's facilities. Member acknowledges that Gold's Gym has not given Member any medical advice before Member joined Gold's Gym and cannot give Member any such advice after Member joins Gold's Gym, whether related to Member's physical condition and ability to use the facilities and services of Gold's Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional prior to and while using Gold's Gym's facilities.

**CHOICE OF LAW:** This Agreement shall be governed by the internal laws of the State of Texas, without regard to principles of conflicts of laws.

**MISCELLANEOUS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. If the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Gold's Gym. Consent may be withheld in Gold's Gym's absolute discretion. If any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality,

*(Please keep a copy of the Corporate Membership Contract for your records.)*

REV: 11/2016

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.

<p>Member Name (Please Print): <u>          x          </u></p>	<p>Member Signature: <u>          x          </u></p>	<p>DATE: <u>                          </u></p>
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**Legal Guardian:** Any Member who is under the age of 18 must have a parent or legal guardian ("**Legal Guardian**") 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.

<p>Legal Guardian's Name: <u>          x          </u></p>	<p>Legal Guardian's Signature: <u>          x          </u></p>	<p>DATE: <u>                          </u></p>
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