

TERMS AND CONDITIONS

1. **MEMBER FITNESS.** By signing this agreement, Member represents, warrants and ensures that he has had an opportunity to observe the programs offered by the Business and that he is physically and mentally able to take classes offered by the Business in that program and/or any others in which Member may participate. Member understands that he may not transfer or assign this membership.

2. **UNAVAILABILITY.** If the Business' facilities are unavailable for use for a period in excess of 30 consecutive days, the Member's program will be extended for a period of time equal to the time of unavailability, but no refund or credit will be due the Member. Upon notice to the Business, the Member may cancel this agreement if the Business' facilities are unavailable for more than 90 consecutive days. Within 30 days of receipt of such notice, the Business shall refund to the Member the unused pro-rata portion of the contract (cash) price, excluding any initiation fee, paid by the Member. Notwithstanding the foregoing, the Business may close its facility on holidays, for a period not exceeding three weeks per year for necessary maintenance and other purposes without affecting scheduled payments.

3. **LIABILITY WAIVER AND RELEASE.** The Member understands and agrees that strict observation of the Business' rules and regulations and the rules and regulations relative to the service or instruction provided, including the use of protective equipment, is required. The Member understands and agrees that the use of the Business' facilities and the Member's presence at the Business' facility are at the sole risk of the Member. The Member understands and agrees that the services or instruction provided may involve skills and training which include violent and sudden movements and that in connection with the training and instruction, there may be physical contact between instructors and Members and between and among the Members and that such contact may result in personal injury to the Member, despite precautions taken to avoid such injuries. Member hereby consents to engage in such contact as may be necessary or required by Member's participation.

Member, on behalf of him/herself and anyone claiming by or through the Member, hereby holds harmless, releases and forever discharges MSI, its officers, directors, employees, agents and representatives and the Business and its instructors, agents, employees, operators and authorized representatives from any liability, claim, loss, including loss of property, damage, personal injury, or expense incurred by the Member and arising from the Member's execution of this Agreement, payment processing, participation in any program offered by the Business, including, but not limited to, any injury or damage caused by the negligence or willful misconduct of MSI, the Business, its instructors, Members, agents, employees, operators, or authorized representatives. The Member specifically understands and agrees that he/she is assuming the risk of any and all injuries that he/she may suffer or incur as a result of his/her execution of this agreement and participation in any program offered by the Business.

4. **CLASSES.** Scheduling and content of classes and programs, furnishing of facilities and provision of instructors to teach and supervise classes and practice sessions are at the sole and absolute discretion of the Business and may be changed at any time by Business. By signing this Agreement, the Member receives membership at a greatly reduced price. Member understands and agrees that additional fees such as examination and/or testing fees may not be included in the price of this agreement. The Business may raise the tuition rate of ongoing memberships by providing advance notice equal to the notice period required for cancellation stated herein.

5. **SIGNATORIES.** Any person(s) signing this Agreement, whether as a Member, co-signer or otherwise shall be jointly, severally and individually liable to Business and MSI for the full contract price as if such person signed as the Member. All persons signing this agreement assume responsibility for all costs of collection, including but not limited to collection agency fees, court costs, attorney's fees, and late charges that may be incurred in the event of a default. Any person(s) signing this agreement authorizes the use of a disclosed e-mail address for billing and marketing purposes and acknowledges that e-mail text may include financial information pertaining to the membership.

6. **COMPLIANCE WITH LAWS.** This Agreement shall be governed by the laws of the State in which Business is located. All rights and obligations of the Business and Member under this Agreement are subject to all applicable federal, state and local laws and regulations. To the extent that the terms and conditions of this Agreement conflict with any applicable statute, rule or regulation in effect at the time of execution of this Agreement governing transactions of the type contained herein, the Agreement shall be deemed revised to conform with such statutes, rules and regulations. The Business and Member shall be bound by the modified Agreement and agree that no other modifications shall be enforceable unless in writing and signed by the parties. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the

parties, whether written or oral. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. The waiver of any breach shall not constitute a waiver of any subsequent breach of this Agreement.

7. **ACCEPTANCE OF MEMBER.** By signing this Agreement, Member agrees to fully and completely comply with all terms and conditions hereof and the Business' rules and regulations. Failure to comply with the Business' rules and regulations is grounds for immediate suspension or termination of services to the Member. Suspension or termination shall not entitle the Member to a refund or credit for any amounts already paid or cancel any unpaid balance due. The failure or inability of Member to use the facilities, classes or services of the Business for any reason, except as otherwise provided herein does not relieve or suspend the Member's obligation to make all payments required under this Agreement on a timely basis, nor entitle the Member to a refund or credit. The Business and those acting under its authority reserve the right to use photographs, videotapes, artwork or other likenesses of the Member for marketing, trade, publishing or any other lawful purpose. Member understands and agrees that full payment of tuition is not a guarantee or promise of advancement.

8. **DEATH OR DISABILITY.** If Member becomes disabled, the Member may extend the term of the Agreement, at no additional cost, by written notice to MSI and Business, for a period of time equal to the duration of the Member's short-term disability, verified by a physician, which precludes the Member from using any of Business' facilities for a period of less than six (6) consecutive months. The Member or his/her legal representative may cancel the Agreement if the Member dies or becomes permanently disabled. Permanent disability is a disability, verified by a physician, which precludes the Member from using any of Business' facilities for a period in excess of six (6) consecutive months.

9. **RELOCATION.** Upon notice to MSI and Business and satisfactory proof of relocation, Member may cancel the Agreement if Member or Business moves more than 25 miles from Business' current location.

10. **CANCELLATION.** This Agreement may be cancelled by Member for any reason without penalty or further obligation at any time prior to midnight on the third business day after you sign this Agreement (the "Right to Cancel"). Notice of cancellation, in writing, stating that you do not wish to be bound by this Agreement must be delivered or mailed to MSI and the Business by certified mail, return receipt requested within the time period provided above. All money paid shall be refunded by the Business within 30 days of the exercise of the Right to Cancel, except that the Business may retain expenses actually incurred and the portion of the total price representing the services used and completed based on an hourly rate of \$35/hour. Payments made at the time of enrollment or execution of this Agreement are non-refundable after 3 days.

The Member understands that after the Right to Cancel expires, except as specifically provided herein, this Agreement may not be canceled, and all payments through the end of the Agreement shall be due and payable as provided herein. To cancel this Agreement pursuant to any right contained herein, other than the Right to Cancel set forth above, the Member shall submit, to MSI and Business, a completed MSI Cancellation Form, which can be obtained from the Business, by certified mail return receipt requested, or by personal delivery to the address specified in this Agreement for MSI and Business. Within 30 days of receipt of the Cancellation Form, any money to be refunded to the Member shall be paid by the Business and any automatic transfer shall be canceled. If the Member has executed a credit, lien or automatic funds transfer Agreement to pay for services, any such Agreement executed by the Member shall be destroyed. Failure to utilize the services or instruction provided by Business does not constitute or imply notification to or cancellation of this Agreement. Membership is cancelled when all payments due within the specified notification period have been received. If a notification period is not specified, 30 days notice is implied. Member retains membership rights and privileges until the notice period expires.

11. **DEFAULT.** Non-payment of scheduled monthly payments in excess of 60 days shall constitute default under this Agreement. If this Agreement is in default, the entire amount owed hereunder shall become immediately due and payable, litigation may be initiated to collect all amounts due or the account referred to collection. In the event of default in payment or breach of this Agreement, MSI and/or Business shall be entitled to recover their reasonable attorneys fees, court costs, and, if applicable, interest on any past due amount at the rate of 1.5% per month and a collection fee equal to 20% as a collection fee and not a penalty, to collect any past due amounts or cure any breach.

12. **CONSUMER NOTIFICATION.** MSI is an authorized agent to bill and collect Member tuition on behalf of the Business. MSI is a billing company not a collection agency or finance company. However, MSI may refer an account to a collection agency or attorney's office for debt collection and/or credit reporting.