

Membership Terms & Conditions DMV – MD & VA

ANY HOLDER OF THIS CONTRACT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This club is not permitted, pursuant to the Virginia Health Club Act, to accept any initiation fee in excess of \$125 or any payment for more than the prorated monthly fee for the month when the contract is initially executed plus one full month in advance.

MEMBER AGREEMENT

This agreement contains an assumption of risk, waiver of liability, and a binding arbitration agreement with a class action waiver. This agreement limits your ability to sue us or to be compensated if you are injured or damaged as a result of our actions on non-actions. If you sue us without a legal basis, you may have to compensate us for our costs to defend ourselves. 1) Membership Eligibility. I am over the age of 16 and a resident of the above-listed state. If I am under the age of 18, I understand that my membership will not commence until my parent or legal guardian completes a Parent Waiver and Indemnification Form. 2) Membership with PureGym. I wish to become a member of PureGym, which is operated by PureGym LLC in the United States. PureFitness LLC, its direct and indirect subsidiaries, and affiliates, and all of its employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns are collectively referred to and covered by this Membership Agreement ("Agreement") as "PureGym." In exchange for giving me the benefits of a PureGym membership, including the Use of PureGym Premises and Services (defined below), I hereby agree to all of the terms and conditions in this Agreement, including without limitation the ASSUMPTION OF RISK, WAIVER OF LIABILITY, and ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER below. 3) Membership Commencement. I understand that this Agreement will become effective and my membership will commence when PureGym has contacted me to confirm that my membership application has been accepted, at which time I will have all the rights and obligation in this Agreement, and the access provided by the Membership Type chosen. I understand that this Agreement cannot be transferred to anyone else.

MY ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND PROMISE TO INDEMNIFY AND DEFEND

Use of Premises and Services. I understand that use of PureGym's premises, facilities, equipment, services, activities or products ("Use of PureGym Premises and Services") can include but is not limited to (1) use of the premises on an unstaffed and unmonitored basis; (2) use of special entry system, studios, fitness floors, fitness equipment, bathrooms, locker rooms, other semi-private areas for personal training consultations, lockers, entryways, sidewalks, parking lots, parking garages, vending machines, hydro-massage chairs, recovery and meditation areas, and all other facilities, equipment, and area in or around the PureGym premises; (3) participation in group fitness classes (including yoga) and weight loss or nutritional programs; (4) use of services and participation in activities off PureGym premises, including but not limited to running, cycling, mountain biking, personal training, group fitness, athletic events, educational programs, wellness programs, travel programs, and field trips; (5) the use of independent personal trainers on the premises of the PureGym facility; and (6) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by PureGym on or off its premises.

Potential Risks. I understand that the dangers, hazards, and risks possible in my Use of PureGym Premises and Services ("Risks") may include but are not limited to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and falls from fitness equipment; (2) injury for over exercise; (3) the misconduct or negligent acts of other members, PureGym employees, independent personal trainers, or individuals at the premises; (4) equipment failure, malfunction or misuse; (5) theft, loss, misuse or damage, or property or information, including from lockers, vehicles, equipment, files or systems; and (6) other accidents or incidents that may result in injury or damage to me. I also understand that my Use of the PureGym Premises and Services are permitted when all or part of the facility may be unmonitored and unstaffed, which may increase my Risks.

Potential Injuries. I understand the potential injuries or damages resulting from such Risks may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress,

embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

My Assumption of Risk. I understand that Risks and Injuries in the Use of PureGym Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the negligence of PureGym, me, other members, and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

My Waiver of Liability. On behalf of myself and my spouse/partner, children, unborn children, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge, PureGym from, covenant and agree not to sue PureGym for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims"), to the fullest extent permitted by law, for any injuries to me in the Use of PureGym Premises and Service which arise out of, result from, or are caused by any negligence of PureGym, its agents, me, and/or any other person (collectively, "Negligence Claims"). I understand that Negligence Claims include but are not limited to PureGym' (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the Use of PureGym Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent failure to supervise or man the premises; (6) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (7) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (8) other negligent act(s) or omission(s).

My Defense and Indemnification of PureGym. On behalf of myself and my spouse/partner, children, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I agree to defend, indemnify and hold PureGym harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against PureGym by any other person (including but not limited to any Other Member, any Guest, any other PureGym member or guest, any family member who is not a PureGym member, or any other person or entity) arising out of, resulting from, or caused by the Use of PureGym Premises and Services by me. I also agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against PureGym and/or breach my agreement not to sue PureGym, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by PureGym ("PureGym' Fees and Costs") to defend (1) the

Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s). My agreement to defend PureGym means that I will pay all of PureGym's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold PureGym harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by PureGym to resolve the Claim.

PAYMENT AUTHORIZATION AND REFUNDS

Membership Dues. "Membership Dues" consist of all dues applicable to the membership including, without limitation, any Daily, Monthly, or Fixed Term membership fees, the Annual Maintenance Fee, and other administrative fees permitted by this Agreement. The Membership Dues are due and payable in advance on the first of each month that this membership remains in effect. My obligation to pay Membership Dues is not dependent upon my usage of PureGym's centers, my participation in PureGym's programs, or the availability of or access to all of PureGym's centers. PureGym reserves the right to modify the amount and terms of payment of Membership Dues and any other fees, including service, late or invalid payment fees, all of which dues and fees may be increased in PureGym's sole discretion. If PureGym elects to increase the price of any dues or fees, I understand that PureGym will give me at least 1 full month's notice of any upcoming price increase. PureGym must advise me when the price increase will take effect and how much my membership or fees will cost after the increase. During this period, I will have my usual right to terminate my membership in accordance with the membership terms and conditions and rules. If I do not terminate the membership by the date given to me in the notice, I understand and agree that the price of my membership will be increased in accordance with the notice.

My Payment Authorization. I authorize PureGym or its agents on its behalf to automatically and without notice charge my designated credit/debit card or draft from my designated checking/savings account (together "EFT") from the Designated Account, as applicable for the Joining Fees and first month's Membership Dues, and on a monthly basis thereafter for any and all amounts due and owing to PureGym, including my then-current month's Membership Dues (including the Annual Maintenance Fee), any outstanding portions of my Joining Fees or Membership Dues, any late fees or other administrative fees, and any collection costs and payments that I owe for the submission of invalid payment instruments. I waive written notice of an increase in any amount to my monthly EFT attributable to other fees, dues, costs or charges that PureGym collects via my EFT, including its resubmission of declined transactions during or after termination of my membership. In addition, the following fee and payment terms apply: a) Joining Fees. I understand

that the Joining Fee (if one is payable) and first month's membership fees will be collected from me by the first EFT either (1) by debit/credit card at time of purchase, or (2) by direct debit approximately 5 working days from my membership application date. I agree to pay the Joining Fees [listed above] to obtain this membership. The second EFT for monthly Membership Dues only will be collected one month after I join, unless I joined prior to my gym opening in which case it will be collected one month after the gym opens. Subsequent Direct Debits for monthly Membership Dues will be collected monthly thereafter. Each payment made is not refundable under any circumstances, except as required by law. I understand that if this membership is terminated, new Joining Fees may be due to obtain a new membership. b) Annual Maintenance Fee. I understand that the along with payment for my [second] month of membership and annual thereafter, PureGym will collect an Annual Maintenance Fee. I understand that any freezes to my membership [shall] [shall not] effect this fee. c) Other Administrative Fees and Penalties. PureGym may impose additional administrative fees if there are changes or upgrades to my membership. In addition, PureGym may impose penalties for violations of Gym Policies. d) Early Activation. No Membership Dues beyond the first month's Membership Dues will be due and payable until after the PureGym center for which this membership has been purchased has opened, unless I or the primary member on this membership has chosen to use an active PureGym center. If this membership is activated early, the 7-day money back guarantee will begin upon the opening of the PureGym center for which this membership has been purchased, but, if the 7-day money back guarantee option is exercised, I will receive only the Joining Fees and first month's Membership Dues. Any early activation of this membership to use an existing PureGym center will require the payment of an early activation fee equal to the difference between the then-current Joining Fees at the existing PureGym center and the Joining Fees for this membership listed above. e) Dishonored Payment. If any Direct Debit is returned unpaid or if any other form of payment is not honored for whatever reason, unless I have stopped payment in accordance with my rights as set forth in the Electronic Funds Transfer Act. I understand that PureGym is not liable for any fees charged by my financial institution in the event a payment request is returned as uncollectable. [If, despite PureGym having notified me of a missed payment, further payments are missed, PureGym reserves the right to, at its sole election, either suspend or terminate my membership, upon written or email notice.] PureGym may present an option to reduce the administration fee if the outstanding amount is paid online within 7 days of becoming due. During any period of suspension or delinquency pending termination of my membership for nonpayment, I understand that my membership remains in effect such that I am responsible for payment of Membership Dues and other fees, dues, costs or charges to my EFT as authorized above. I will be responsible for all collection costs, including attorney or other collection fees. In the event that I am due a refund, I authorize PureGym or its agents on its behalf to refund my designated credit/debit card or checking/savings account.

Certification of Credit/Debit Card Ownership. I certify that I am the cardholder of the credit/debit card, or owner of the authorized bank account, described above as the Designated Account. I agree to pay and specifically authorize PureGym or its agents on its behalf to charge the Designated Account for all transactions pursuant to this Agreement. My authorization and card/account information may only be changed or cancelled in writing by me as the cardholder. However, I authorize PureGym to use any services made available by card issuers or financial institutions which automatically update my card information and prevent disruptions due to account changes, such as an expired card or reissued card, and to continue billing the card in accordance with the terms of this agreement. I may opt-out of this service at any time by utilizing my online account, or any time by contacting my Home Gym.

ACCOUNT FREEZES, TERMINATION, AND CANCELLATION.

Freeze and Termination Procedures. I understand that I may freeze, terminate, or cancel my account based on my Membership Type: a) Freeze of Monthly Memberships. I understand that I will have the option to freeze my monthly membership for a maximum of 3 months after which membership will automatically be un-frozen and will revert to my monthly rate. A \$6.99 monthly charge is applied if I freeze my membership. I understand that the freeze option only applies to monthly memberships and will start from my payment date. I understand that a freeze must be requested at least 3 business days prior to my payment date. I understand that any membership [shall also freeze] [shall NOT freeze] the assessment of any Annual Maintenance Fee. b) Termination of Monthly Memberships. I may terminate my membership at any point by following the cancellation instructions in my account on the PureGym website, or by contacting member services via email or chat. If I cancel my membership, I understand that my membership will remain in force until the day before my next payment is due, at which point it will automatically terminate. I understand that I must cancel at least 7 days before my deduction date to avoid any scheduled payments being made. c) Termination of a Daily Membership. Unless otherwise provided by state law, I understand that I am only entitled to cancel my daily membership the earlier of: (1) 14 days after the date of purchase; or (2) the day before the date on which I selected the daily membership to activate. If I cancel during this period, I will receive a full refund. After this period the daily membership fee is not refundable. d) You cannot freeze your membership on fixed term membership.

PAID IN FULL FIXED TERM MEMBERSHIP

If you have purchased a Fixed Term membership you will be entitled to 50% of the pro rata'd amount as refund for any unused membership. You cannot freeze your membership on fixed term membership.

GYM ACCESS AND PIN ABUSE POLICY

Gym Policies; Membership Termination or Suspension by PureGym. I understand that PureGym retains complete control over all matters affecting or relating to its members and memberships, including but not limited to membership levels and types, access, prices, dues, fees, premises, facilities, equipment, services, products, programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities or benefits, all of which are subject to change at any time without notice. I will comply with PureGym's policies, procedures, rules, and regulations ("Gym Policies"), whether set forth on paper, verbally, in club signage, or provided via email, mobile application, online at www.puregym.com/us, or by other PureGym website. PureGym may change, modify or otherwise alter any club policies at any time without notice. I understand that PureGym may in its sole discretion terminate or suspend my membership or any aspect thereof, including but not limited to applicable guest privileges, for any reason, including but not limited to any conduct by me or my guest(s) that violates any Gym Policies or that PureGym determines to be improper, inappropriate, or contrary to its best interests, and that I will not be entitled to a refund of Membership Dues in the event of such suspension.

Gym Access. As a condition of my Use of the PureGym Premises and Services, I agree to the following: a) Use of a PIN number and Access Device. I understand that upon initiation of my membership, I will be assigned a PIN number or Access Device. An "Access Device" is the device, key-fob, or any other relevant security hardware device with built-in authentication equipment, issued or otherwise provided to me by us to enable me to securely access the relevant gym in accordance with the terms of my membership. Only one device can be registered to an account at any time, and if I lose or misplace the device I must contact member services to remove the device immediately. b) My PIN number / Access Device can only be used by me. I understand that my PIN number / Access Device is issued solely for my use, as my membership is personal to me and only covers my use of a gym. I am responsible for keeping my PIN number / Access Device secure and confidential at all times. The PIN number / Access Device remains PureGym property at all times (unless agreed otherwise and evidenced in writing). c) Use of PIN numbers and Access Devices are monitored. In the interests of the safety and security of all PureGym members, I understand that use of PIN numbers and access is monitored and individuals using PIN numbers / Access Devices. I consent to such monitoring and I understand that I may be asked to provide proof of identification at any time in the sole discretion of

PureGym. d) PureGym may investigate whether a PIN number / Access Device has been misused. I understand that if PureGym believes that my PIN number / Access Device has been used by another individual or individuals PureGym or its designees may (in its sole discretion) decide to conduct an investigation. If PureGym elects to conduct an investigation, it may: (a) inform me, via email, that it believes my PIN number / Access Device has been used by another individual or individuals and ask me to provide reasonable assistance to investigate the matter; and (b) following the investigation PureGym will contact me, via email, to inform me of the findings and PureGym's proposed course of action, which may include one or more of the steps set out in paragraph 5 below. e) PureGym's right to charge a penalty and/or cancel my membership. If I unreasonably refuse to cooperate with the investigation, or following the investigation PureGym have reasonable grounds to believe that my PIN number was used, with or without my knowledge and/or consent, by another individual or individuals, depending on the particular circumstances of each case, PureGym reserves the right to take one or both of the following steps, which are in addition to any other legal rights that PureGym may have : (a) to apply a penalty charge to my membership fees (and increase my direct debit payment(s) accordingly) which shall be calculated as the daily membership charge (that applied at the time of use) for each occasion on which my PIN number was used by that individual/those individuals; and/or (b) in the event of serious misuse of my PIN number (for example, my PIN number has been used on repeated occasions and/or by more than one individual) to notify me, via email, that PureGym is cancelling my membership effective immediately without a refund. f) My responsibility for another's conduct. I understand and agree that if my PIN number / Access Device is used by someone other than myself, or if I allow unauthorized entry following my entry to the gym (known as tailgating) in addition to PureGym rights in Section 15(e) above, I understand that I am solely responsible for the conduct of the individual(s) while on the gym premises, and I shall defend, indemnify, and hold PureGym harmless, for any loss it suffers as a consequence of that conduct.

No PureGym Liability for Temporary Closures. I understand that there may be occasions where PureGym has to close all, or part of, the gym of which I am a member. I understand that PureGym will make commercially reasonable efforts to let me know of such closures in advance of them taking place, unless the problem is urgent or an emergency. PureGym will use all commercially reasonable endeavours to ensure that such closures are outside of peak visiting hours and are kept to a minimum, in both duration and frequency. However, I understand that I will not be entitled to a refund of part of, or all of any Membership Dues in such circumstances.

Force Majeure. PureGym shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by any event that is outside of its reasonable control.

No PureGym Responsibility For Personal Training. I understand that all personal training services, and any payment for such services, must be arranged directly with a personal trainer of my choosing. PureGym has no involvement in personal training services, regardless of whether such services are provided in the facility. Accordingly, I understand that PureGym will not be liable or responsible for anything arising from my relationship with my personal trainer or outstanding monies paid to a Personal Trainer.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

Mandatory Binding Individual Arbitration. Except as expressly provided below, PureGym and I agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between us (whether arising out of or relating to past, present or future acts or omissions) ("Claims") shall be exclusively resolved by binding arbitration on an individual basis, rather than in court ("Arbitration Agreement").

Waiver of Class Actions. PureGym and I agree that we will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.

Waiver of Jury Trial. PureGym and I each waive our constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, and we elect instead to resolve by binding arbitration all Claims.

Waiver of Consequential and Punitive Damages. I understand and agree that PureGym shall not be liable for any incidental, consequential, special, or punitive damages relating to this Agreement or my Use of PureGym Premises and Services.

Exceptions to Arbitration. There are only three exceptions to this Arbitration Agreement: (a) Either party may bring individual Claims in small claims court. (b) both parties must litigate personal injury Claims in court. (for purposes of this exception, personal injury Claims are Claims arising from injury to the physical

structure of the human body), (c) either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Arbitration Procedures. Either I or PureGym may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator. The initiating party has a choice of initiating arbitration before either the American Arbitration Association (“AAA”) (under the AAA Consumer Arbitration Rules) or JAMS (under the Streamlined Arbitration Rules and Procedures), which are both established alternative dispute resolution providers (“ADR Providers”). If neither AAA nor JAMS is available to arbitrate, PureGym and I agree to select an alternative ADR Provider to administer the arbitration in this Arbitration Agreement. The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement. If the arbitration is initiated by me, the arbitration hearing will be held at the ADR Provider’s location that is closest to the Home Gym. If the arbitration is initiated by PureGym, the arbitration hearing will be held at the ADR Provider’s location that is closest to the then-current PureGym U.S. Headquarters. Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, will be strictly confidential. I and PureGym agree to maintain confidentiality unless otherwise required by law. However, this confidentiality requirement will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

Governing Law. This agreement shall be governed by, construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the laws of the Commonwealth of Virginia without giving effect to Virginia’s principles regarding conflict of laws. MISCELLANEOUS

Health and safety. I represent that I am healthy enough to engage safely in the Use of PureGym Premises and Service, and that I have had the opportunity to talk to a doctor prior to Use of PureGym Premises and Service, which PureGym strongly

recommends. I acknowledge that PureGym does not and will not provide medical advice. I agree to remove myself from Use of PureGym Premises and Service if I observe any hazardous, unsafe, dangerous or defective condition, if I or any of them is incapable of engaging in such use safely, or if required or instructed to do so by PureGym and its independent contractors and designees. I consent to emergency care by PureGym. I acknowledge that I am responsible for my own conduct, health and safety and that PureGym is not responsible for any medical expenses incurred by me in connection with the Use of PureGym Premises and Service.

Electronic Communications. I understand that PureGym may contact may contact me via telephone, email, text message or other means from time to time using the contact information that I have provided to PureGym. I expressly consent to receive such communications and messages from PureGym, including messages to advertise or promote products or services, and messages related to my transactions or relationship with PureGym, including membership, membership changes, billing and automatic payment processing issues, my purchases of products or services, or amendments to this Agreement. By providing PureGym with my contact information and signing this membership Agreement, I am giving my prior express written consent to receive these communications from PureGym and its designees, to the extent permitted by applicable law, including without limitation the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act.

Image and Likeness Release. I understand that PureGym may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me (collectively "images") during the Use of PureGym Premises and Services. I hereby irrevocably consent to and grant PureGym the exclusive, worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize any and all such images (and the right to sublicense such images through unlimited levels of sublicensees) in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction or notification, and without compensating me in any way, and to authorize others to do the same. Without limiting the foregoing, I hereby consent to PureGym's use of the images for commercial and promotional use, including on corporate or employee social media. PureGym may change, modify, rearrange, add, delete or otherwise alter such images. I waive any right to inspect, approve, or edit such images as used by PureGym.

Non-waiver. I agree that if PureGym takes no action or regarding my breach of this Agreement, such failure to enforce will not constitute a waiver and will not preclude PureGym from enforcing the terms of this Agreement strictly at a future date.

Transfers. I agree that PureGym may assign this Agreement and its rights and obligations thereunder to a third party on notice to me. I understand that I have no right to assign this Agreement to any third-party.

Severability. I agree that this Agreement, including without limitation the assumption of risk, waiver of liability, and Arbitration Agreement with class action waiver, is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part of this agreement unenforceable, invalid or void, that part alone shall be severed from this agreement, and the entire remainder of the agreement, including any partially enforceable provision, shall be fully binding and enforceable to the maximum extent permitted by applicable law.

Notices. If you wish to contact us in writing, or if any clause in these terms requires you to give us notice in writing I understand that I can send this to PureGym by e-mail to PureGym at us.member.services@puregym.com in addition to any other manner provided by this contract or state law. PureGym will confirm receipt of this by contacting me by email. Written notices can be mailed to PureGym at the following address: PureGym HQ, 6701 Frontier Drive, Springfield, Virginia, 22150

Other provisions. I am not relying on any oral or written promises, representations, statements, covenants or warranties, other than those set forth herein, to induce me to sign this agreement. This Agreement may be amended at any time by PureGym upon such notice, if any, as may be required by law. If PureGym fails to enforce any right in this Agreement for any reason, PureGym does not waive its right to enforce it later.

ADDITIONAL RIGHTS PROVIDED BY VIRGINIA LAW

Virginia Health Club Disputes. I understand that I should attempt to resolve with PureGym any complaint I have with the PureGym services and facilities. I also understand that the Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth pursuant to the provision of the Virginia Health Club Act.