



2020 ENROLLMENT PACKET

MEMBER'S PERSONAL INFORMATION

Name: _____ Today's Date: _____

Date of Birth: _____ Phone: _____

Address: _____
(STREET) (CITY) (STATE) (ZIP)

E-mail Address:

Emergency Contact: _____
Relationship: _____ Phone: _____

Any health conditions/allergies/injuries/surgeries we should be aware of:

Medications (if any):

How did you hear about us?: _____

Would you like to stay up to date on news, events, promotions? Circle: Y or N

What goals can we help you with? What services are you interested in?

What is your Instagram username? @_____

Membership Agreement: TERMS & CONDITIONS

It is agreed by and between XIOS Fitness (XF) and XIOS Strength & Conditioning (XSC) at location 7387 Monterey Rd., Gilroy, CA 95020 and (MEMBER NAME) _____

the undersigned Buyer (individually, if you are the Member, or as agent/parent/guardian of the Member or responsible party), that you are purchasing a Membership from XF and XSC according to the terms of this Membership Agreement and the current Membership Policies and Gym Rules and Regulations provided herewith ("Agreement") for individual listed here (SELF or NAME OF MEMBER): _____

IMPORTANT NOTICE: XF and XSC recommends that you consult your physician prior to beginning any exercise, weight loss, athletic, and weight training program.

MEMBERSHIP PRIVILEGES: You will be admitted to the XSC gym, XSC studio, and other designated facilities at no additional charge, as same may be available from time-to-time. Membership may or may not include classes, individual or group training, special programs, or rentals, some or all which may be available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment etc. will be available at all times. Memberships are not assignable or transferable.

YOUR EFT/CC BILLING DATE: Your dues will be automatically collected electronically on the date the agreement is signed and submitted and will be charged in full or partial amounts depending on the current date (Memberships are collected on the 15th of every month).

***EFT/CC REQUEST:** To the extent permitted by law, you authorize us to initiate separate EFT/CC charges from the account you identified and/or any replacement account (the "Account") for the following amounts: (1) your recurring Billing Period Dues, (2) a late fee/return fee up to \$15 for any EFT charge returned unpaid or on a credit/debit card return; (3) and any other fee for other goods/services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You have the right to receive notice if a preauthorized charge varies from the previous amount. If tax rates change to alter such a charge, you consent to receive notice only if the charge varies by more than 10%. You may cancel your EFT/CC authorization by giving us written notice of termination. It will take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable efforts, to act on the notice. You agree to give us notice if your billing or

Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. By signing this Agreement, Buyer acknowledges that Buyer is of legal age or has a parent or legal Guardian present that has read and understands the entire Agreement including, but not limited to the *EFT/CC Request (if applicable), the Release and Waiver of Liability and Indemnity, COVID-19 addendum, testimonial and photo release, and Gym Rules and Regulations provided herewith. XF and XSC has made no express or implied warranties or representation other than those expressly set forth in this Agreement to induce Buyer or anyone to enter into this Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and XF and XSC. Any conflict between the original Agreement and any copy shall be controlled by the original Agreement.

NOTICE OF CANCELLATION RIGHTS: You may cancel this contract for any reason at any time (any calendar day except Sunday or a legal holiday) after the date on which the first service under the contract is available to you (i.e., the date of purchase). Your written notice may be in any written format sufficient to communicate your desire to cancel, preferably via e-mail to our operations team at operations@xiosfitness.com.

Dues will be in the amount indicated. Termination of Membership will be effective only if the procedures described herein are followed. Failure by any Member to use the Membership will not relieve you of your payment obligation regardless of the circumstances, except as provided for below.

If any payment of Dues or other charges is not made on time, XSC may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided herein. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the State of California.

XF and XSC MEMBERSHIP POLICIES AND GYM RULES AND REGULATIONS

You (individually, if you are the Member, and as agent and/or guardian of Member) agree that the Member, Member's family members, and any guests and invitees shall be bound by this Agreement and XF and XSC Membership Policies and Gym Rules and Regulations provided herewith for the usage and while in, on or about the gym premises. You agree that the Membership Policies and Gym Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of XF and XSC and any such changes shall become immediately effective upon posting in the gym facilities. In the event that Member or any of Member's guests violates any terms or provisions of the Agreement or the Rules and Regulations, XF and XSC may suspend their right to use the gym facilities and the services until such time as Member, or Member's guests, have abided

by and fully complied with such terms and provisions. Member shall not be entitled to any refund, credit or abatement of Membership Dues for the period during which the Membership was suspended. If Member, or Member's guests, thereafter violates any of the terms and provisions of the Agreement or the Rules and Regulations, XF and XSC may terminate Member's Membership and the right to use the gym facilities without reimbursement. XF and XSC reserve the right to terminate the Membership for any reason whatsoever upon written notice and a partial refund of the pre-paid dues, if any.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY:

You hereby acknowledge and agree that use by Member and/or by Member's children, direct kin, guests, and invitees of XF and XSC facilities, services, equipment, and in and around or about premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of Member and Member's children, direct kin, guests, and invitees being permitted to enter the facility for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds the XIOS Fitness (XF) and XIOS Strength & Conditioning (XSC), its directors, officers, staff, employees, trainers, coaches, vendors, and agents harmless from all liability to Member, Member's children, direct kin, guests, and invitees and Member's personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever gives up any claim or demands therefore, on account of injury to Member's person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of the XF and XSC staff, trainers, coaches or otherwise, to the fullest extent permitted by law, while Member or Member's children, direct kin, guests, and invitees are in, upon, or about XF and XSC premises or using XSC gym, services or equipment.

Member also hereby agrees to indemnify XF and XSC from any loss, liability, damage or cost XF and XSC may incur due to the presence of Member or Member's children, direct kin, guests, and invitees in, upon or about the XF and XSC premises or in any way observing or using any facilities or equipment of XF and XSC whether caused by the negligence of Member(s) or otherwise. You represent (a) that Member and Member's children, direct kin, guests, and invitees are in good physical condition and have no disability, illness, or other condition that could prevent Member(s) from exercising without injury or impairment of health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health.

Such risk of injury includes (but is not limited to): injuries arising from use by Member or others of exercise equipment and machines; injuries arising from participation by Member or others in supervised or unsupervised activities or programs at XSC gym; injuries and medical disorders

arising from exercising at XSC gym such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in club dressing rooms, studio, office, restrooms and other facilities. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

I HEREBY AFFIRM THAT I HAVE READ THIS AGREEMENT, THE TERMS & CONDITIONS, RELEASE OF LIABILITY & WAIVER, AND RULES & REGULATIONS. I UNDERSTAND ITS CONTENT, AND INTENTIONALLY & VOLUNTARILY SIGN THIS AGREEMENT. (If under 18 years of age, the below must be signed by a parent or legal guardian)

Name (Printed) : _____

Signature: _____ Date: _____

Parent or Guardian's Name (Printed) : _____

Signature: _____ Date: _____

TESTIMONIAL AND PHOTO/VIDEO RELEASE

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant to XIOS Fitness (XF) and XIOS Strength & Conditioning (XSC) and his/her agents the right to use my name, biographical information, photographs, images, story and/or testimonial, in whole or in part, and without restriction as to changes or alterations. The rights granted herein shall extend in perpetuity, unless revoked in writing to XSC by me, throughout the world and for any purpose whatsoever, including without limitation for marketing and advertising purposes of XSC, and in any and all media, including without limitation XSC's website, social media sites, and marketing material. I acknowledge that XSC has no obligation to return any photographs or images to me.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by XSC, including without limitation any and all claims for libel or invasion of privacy.

Name (Printed) : _____

Signature: _____

Date: _____

Parent or Guardian's Name (Printed) : _____

Signature: _____

Date: _____

GYM RULES AND REGULATIONS:

Upon entering the gym, all Members are required to sign into the gym kiosk or present a valid ID for entry. Without the a membership or proper identification, XIOS Strength & Conditioning (XSC) may prohibit your use of the facilities or may charge a guest fee for use of the facilities for that day.

1. All guests must sign a medical and injury release form prior to using the club facilities and follow all Rules and Regulations. All guests must prove that they are at least 18 years of age or older or are at least 14 years of age and accompanied by a parent or legal guardian. Guest fees are subject to change without notice. XSC may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion.
2. We have a ZERO tolerance policy for the behavior following: engaging in loud, foul, racist, homophobic, xenophobic, or slanderous language; molesting, badgering, touching, or harassing other Members or gym staff and employees, agents and contractors; threatening or violent conduct.
3. Gym hours will be posted and subject to change. The facility and the gym may be closed or have limited hours on major holidays. Gym hours may be restricted from time to time.
4. Members and guests will abide by and fully comply with XSC dress code for proper attire on the premises. In addition, for safety reasons, XSC may post recommended, but not required, attire.
5. No Member or guest may coach or train other Members or guests (as determined solely by XSC).
6. From time to time, XSC may permit independent contractors to offer products or services to Members. XSC does not stand behind or in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services, including whether or not these independent contractors will remain in business for any period of time.
7. Members should not bring valuables onto the premises or parking areas. Each Member understands and agrees that XSC is not liable to Member or guests for any personal property that is lost, damaged or stolen while on or around the premises, including but not limited to, any vehicle or its contents, or any property left in office, cubbies or shelves.

8. Members and guests may not bring illegal drugs, firearms, weapons, or alcoholic beverages onto XSC premises.
9. Members and guests will abide by any additional XSC rules and regulations posted.
10. An active XSC Membership in good standing may be placed on an inactive status (frozen) pursuant to XSC then current policy for a \$10/month fee.
11. Member is liable to XSC for any club damage caused by Member or Member's guests.
12. XSC may suspend or terminate Member's right to use the facilities and services if Member or Member's guests violate this Agreement or engage in other misconduct in or about the facility. Member shall not be entitled to any refund, credit or abatement if such a breach of the Agreement occurs.

By signing below, it is indicated that you have read, understand, and agree to the terms presented in the rules and regulations agreement above including Membership fees, cancellation policies, rules and regulations, and release and waiver of liability.

This Release contains the entire agreement between the parties hereto as to the subject matter contained herein.

Name (Printed) : _____

Signature: _____

Date: _____

Parent or Guardian's Name (Printed) : _____

Signature: _____

Date: _____

COVID-19 WAIVER ADDENDUM

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that XIOS Fitness LLC and XIOS Strength & Conditioning has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that XIOS Fitness LLC and XIOS Strength & Conditioning can not guarantee that I will not become infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, coaching staff, and other clients and their families.

I voluntarily seek services provided by XIOS Fitness LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19.

I acknowledge that I must comply with all set procedures to reduce the spread while attending any service or offerings in the physical space.

I attest that (please initial):

[] * I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

[] * I have not traveled internationally within the last 14 days.

[] * I have not traveled to a highly impacted area within the United States of America in the last 14 days.

[] * I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

[] * I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

[] * I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold XIOS Fitness LLC and XIOS Strength & Conditioning and all parties harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the company, or that may otherwise arise in any way in connection with any services received from XIOS Fitness LLC and XIOS Strength & Conditioning.

I understand that this release discharges XIOS Fitness LLC and XIOS Strength & Conditioning from any liability or claim that I, my heirs, or any personal representatives may have against the business with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from XIOS Fitness LLC. and XIOS Strength & Conditioning. This liability waiver and release extends to the business together with all owners, partners, and employees.

I HEREBY AFFIRM THAT I HAVE READ THIS AGREEMENT, THE TERMS & CONDITIONS, RELEASE OF LIABILITY & WAIVER, AND RULES & REGULATIONS. I UNDERSTAND ITS CONTENT, AND INTENTIONALLY & VOLUNTARILY SIGN THIS AGREEMENT.

Name (Printed) : _____

Signature: _____ Date: _____

Parent or Guardian's Name (Printed) : _____

Signature: _____ Date: _____