

RATES AND CANCELLATION:

For membership rates. The Buyer must commit to 12 months at the agreed upon rate. After 12 months the buyer can cancel the membership. There will be a \$50 early termination fee if someone cancels their membership prior to the 12 month period. If a group rate is provided at the time of a contract and someone within the group cancels their membership at any time, then Destiny Fitness has the right to adjust the monthly fees to comply with membership pricing offered on the day the contract began. The Buyer is obligated to pay for all members within this agreed contract for the 12 month period and is in no way related to, or adjusted based on, actual usage of the Destiny Fitness Center. Any additional training packages or prepaid memberships purchased by the Buyer are non-refundable.

The Buyer may cancel this agreement within 30 days prior written notice by certified or registered mail for any of the following reasons:

- a) If upon a doctor's order (which shall be verified), the member cannot physically receive the Destiny Fitness services because of physical disability.
- b) If the member dies, the Buyer's estate (as applicable) shall be relieved of any further obligation for payment under this agreement with the exception of past due fees.
- c) If the member moves his or her residence more than 30 miles away due to a job change (job and new residence must be verified).
- d) If all services of the Destiny Fitness Center cease to be offered.
- e) Prepaid amounts can be refunded for any unused portions or services, after the first 12 month period, if any of the above reasons are applicable.
- f) Additional training packages can be refunded for any unused portions or services, if any of the above reasons are applicable.

HEALTH WARRANTY AND ASSUMPTION OF RISK:

Buyer attests that each Member listed within the contract is in good health and has no disability, impairment, injury, disease, or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk, injury, death, illness, or adverse health consequences as a result of use of the Destiny Fitness Center, Destiny Community Services Inc, or any activities with or for Destiny Christian Church. Buyer agrees to indemnify Destiny Fitness Center, Destiny Community Services Inc, and Destiny Christian Church for any injuries or damages that are caused from participation with Destiny Community Services Inc or Destiny Christian Church. Buyer and member(s) release and hold harmless any and all claims for damages which they, or their heirs or successors, may have against Destiny Christian Church or Destiny Community Services Inc, or any agent or employee of any of such organizations, arising from my death, injury, illness, or any property damage or loss occurring during the

term of their participation or as a result of their participation. The buyer agrees that commitment to these terms and conditions constitute a legal, valid, and binding obligation upon all members within the Buyer's contract. This assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by law.

RULES, REGULATIONS, AND SCHEDULES:

The Buyer and/or Members on this agreement will abide by all membership rules, regulations, and schedules of the Destiny Fitness Center, which may be posted online, at the Fitness Center, or issued orally, and which may be amended from time to time at the sole discretion of Destiny Community Services Inc.

PRESENTATION OF MEMBERSHIP CARD:

No one will be admitted to the Club without displaying a valid membership card or government issued identification. Destiny Fitness Center employees may additionally ask at any time for ID to be accompanied with a membership card. Guests will also be required to provide government issued identification.

INDEPENDENT CONTRACTORS:

Independent contractors will be available to all members for various additional training packages. We do not warrant or guarantee the quality of services provided by all independent contractors and we do not guarantee that these services will remain available to Members or their guests for any period of time, and hereby disclaim all liability arising out of such services.

GUESTS AND FREE PASSES:

Guest passes, Free passes and Drop-In's are currently unavailable for Destiny Fitness Center. The Destiny Fitness Center reserves the right to limit the number of free passes and special promotions offered to any individual and any services offered in the Destiny Community Services Inc.

MEMBERSHIP TRANSFER AND UPGRADES:

Memberships may not be transferred for any reason. Membership upgrades are available with the prior consent of management; provided the Buyer will be responsible for paying any upgraded fees or additional monthly payments associated with such upgrades.

UNPAID BALANCES:

Members will not be permitted to use the Destiny Fitness Center until all fees are current. The Buyer and/or Member is obligated to pay any collection and/or legal costs incurred by Destiny Community Services Inc for collection of any fees. Destiny Community Services Inc reserves the right to charge

balances and past due balances to the current account under the Electronic Funds Transfer Authorization. If any check or credit card charge payable to Destiny Fitness Center or Destiny Community Services Inc is not honored, then management may assess a \$20 charge for each check or credit card rejected. If the Buyer and Member are not the same person, the member shall be obligated to make all payments that the Buyer fails or has failed to make (including past and future payments due under this agreement).

LOCKERS AND PERSONAL PROPERTY:

Lockers are provided solely for the benefit and convenience of members and guests. Members and guests must provide their own locks. Management will remove any locks that are left overnight along with any articles or items left within the lockers. Members are urged to avoid bringing valuables onto the Fitness Center premises. Destiny Community Services Inc will not be liable for the loss of, theft of, or damage to, the personal property of members or guests, including items left in lockers, inside the Community Center, or in the parking lot.

CHILDREN'S USE:

The Destiny Fitness Center is not available for use for children under the age of 12. Children from 12-15 years of age are allowed to exercise and engage in normal membership activities within the Destiny Fitness Center, as long as they are accompanied by a parent/guardian at all times. Any person who is 16 years or older has permission to participate and utilize all available services within the Destiny Fitness Center without supervision from a parent/guardian.

GROUP TRAINING AND CLASSES:

Allow enough time to sign in before each class by arriving early. Please do not enter a class late or leave early unless you give the instructor prior notice. If you are starting a new class or group training or have a pre-existing injury that may prevent full participation, then please share any related information with our certified trainers before class.

DRESS CODE:

Proper athletic footwear and fitness attire is required. Street clothes, sandals, or business attire are not permitted in the fitness area or in any group classes. Athletic attire that may be deemed inappropriate or vulgar by the Destiny Fitness staff for showing excessive skin will result in a temporary suspension of fitness activities until the dress attire is altered to meet the staff requests. This includes but is not limited to; Men must not take off their shirt at any time inside the fitness area, turf field, or during any classes. Men must not wear shorts that have a short length, nor may men wear tank tops or cut-off shirts that show an excessive amount of skin. Spandex shorts or pants are prohibited for men without an outer layer on top of them. Women must not wear sports bras or spandex shorts without an outer layer of clothing over them. Women must not wear shorts that have an excessively short length, nor may women wear tank tops or cut-off shirts that show an immoderate amount of skin. The Destiny Fitness staff has the right to refuse

or prevent the use of any equipment or participation in any classes, if at their sole discretion, they feel the proper dress attire is not being worn or if the Dress Code standards are not adequately met.

PERSONAL TRAINING:

Personal Training constitutes any individual or group training lessons or classes. The use of personal trainers that are not part of the Destiny Fitness Staff, or hired by Destiny Fitness as independent contractors, is prohibited. In addition, members may not personally train other members for any publicly or privately established dollar amount, or for trade out of other goods or services. Members may be charged for the full cost of a session on any late cancellations or no-show appointments, and all Personal Training packages will expire within 180 days from the date of purchase with the exception of any of the following reasons:

- a) If upon a doctor's order (which shall be verified), the member cannot physically receive the Destiny Fitness services because of physical disability.
- b) If the member dies, the Buyer's estate (as applicable) shall be relieved of any further obligation for payment under this agreement with the exception of past due fees.
- c) If all services of the Destiny Fitness Center cease to be offered.
- d) Additional training packages can be refunded for any unused portions or services, if any of the above reasons are applicable.

DESCRIPTION OF SERVICES, FACILITIES, AND HOURS:

Buyer and member hereby acknowledge and agree that Destiny Fitness reserves the right to make changes to the equipment, accessories, fields or rooms, the type or quantity of classes offered, and the Buyer may not cancel this agreement because of such changes, provided that such changes are reasonable under the circumstances. Member acknowledges that Destiny Fitness operating hours and codes of conduct will be provided for all members and will be subject to change at any time for any reason deemed necessary by Destiny Fitness Management.

PRICING:

Although it is unlikely, Destiny Fitness reserves the right to increase the monthly or annual fees for all members after their first twelve (12) months of membership, in order to sustain the needs met by inflation in our economy. In such case, Destiny Fitness will provide a 30 Days notice to all Members. Destiny Fitness also reserves the right to adjust or cancel any staff pricing or staff discounts for any reason at any time, including the loss of employment at Destiny Christian Church or the Destiny Community Services. SPECIAL pricing such as family and friends membership types, may be cancelled at any time for any reason by Destiny Fitness. If a member is part of a corporate or community program between Destiny Fitness and a third party, then if there is a conflict or inconsistency between this Agreement and the terms

and conditions of the Letter of Agreement between Destiny Fitness and the third party, the terms and conditions will be governed by this agreement and the control of Destiny Fitness. Furthermore, all agreements with corporate and community partners can be cancelled at any time, if the third party does not abide to any part of this agreement or the Letter of Agreement made between Destiny Fitness and the third party.

REVOCACTION OF MEMBERSHIP:

Destiny Fitness Center and the Destiny Community Services Inc, reserve the right to revoke and cancel this membership agreement at any time for any reason, in which case the Buyer/Member will, no later than thirty (30) days after such cancellation, receive a refund of all monies paid pursuant to this agreement (except any paid enrollment fees), provided that the seller may retain expenses incurred or the portion of the total price of this agreement representing any services used, provided, or completed.

WAIVER OF LIABILITY:

Member(s) assumes full responsibility for his or her use of the Destiny Fitness Center, Destiny Community Center, and Destiny Christian Church facilities and releases Destiny Christian Church and Destiny Community Services Inc, from any and all claims, including those caused in whole or in part, by the negligence of Destiny Fitness and shall indemnify Destiny Community Services Inc and Destiny Community Church, against any and all liability arising out of use of facilities. In addition, each member(s) within a contract must agree and sign this Terms and Conditions Agreement in order to receive a membership or any additional services at the Destiny Fitness Center.

By checking the box below I acknowledge and attest that I have read these terms and conditions, and agree to abide to all terms in this agreement, in consideration for my acceptance as a member or participant of Destiny Fitness.

By registering, you also agree to receive emails from Destiny Fitness Center.