

Month-to-month All-access membership includes the main gym and access to our regularly scheduled group classes, locker rooms and access to all PIVOT by KA locations.

Enrollment Fee of \$29.

PIVOT Lifestyle + Fitness by KA MEMBERSHIP AGREEMENT TERMS & CONDITIONS:

In order to ensure that all of our members experience a safe and enjoyable workout environment, we have established the following policies and guidelines. Please read and observe these guidelines. We may amend or add to these policies at any time. Thank you for your cooperation.

I. GENERAL POLICIES AND PROCEDURES

A. PIVOT Lifestyle + Fitness by KA shall have the unqualified right to make such rules, regulations, and restrictions in the use of the facilities property as it may deem necessary.

B. All signs posted in the facility shall be considered as part of the rules and regulations.

C. No member of PIVOT Lifestyle + Fitness by KA shall advertise or permit her or his membership to be advertised for sale. Memberships are non-transferable and non-voting.

D. Membership cards and 24-7 Key FOBs (\$10) are issued to members only and are not to be used by friends or relatives. Infractions of this rule will result in immediate expulsion from all facilities. Membership cards and Key FOBs are the property of PIVOT Lifestyle + Fitness by KA, to possession of which may be determined at the facilities discretion. Each unique member must purchase their own Key FOB for to gain 24-7hr access. If FOB is used or shared by anyone other than the member there will be a \$500 fine charged directly to card on file and membership will be cancelled.

E. Charges and fees for services and facilities are subject to change as deemed necessary by PIVOT Lifestyle + Fitness by KA.

1. Method of payment must be verifiably tied to a valid personal billing address. (shelters, hotels, motels PO Box not accepted.)

F. In the event it is deemed advantageous to PIVOT Lifestyle + Fitness by KA to expand the facilities thereof, the facility may temporarily close for construction and will make reasonable efforts to substitute another facility for its members until such construction is completed.

G. Cancel policies:

1. Please visit your home facility in person and provide written notice within 15 days of your billing date. If you are not within 15 days, you will be billed one last time before your membership expires.

2. If the member dies or is permanently disabled, and is therefore unable to receive all services for which she or he has paid for, she or he and her or his estate shall be relieved from the obligation of making payments for services other than those received prior to death or onset of disability, and if she or he has prepaid any sums for services, so much of such sum as is allocable to service she or he has not received shall be promptly refunded to her or him or her or his representative. As used herein, the term "Disability" means a condition which prevents the member from physically using the facilities, and such condition is verified by a physician, and "Permanent" means for more than six months or less than the term of her or his membership agreement will be extended by the duration of the disability. During the term of such disability, the member will not be required to pay dues: neither will she or he be entitled to receive services.

3. Late Policy & Class Cancellation Policy – Group fitness classes require advance booking and reservation, and you will not be permitted to participate in these classes unless you have properly booked and reserved your spot. PIVOT Lifestyle + Fitness by my give away your reserved spot if you are not in the class at class start time. If you book online and or on the mobile app, you may cancel a booked class up to three (3) hours before the class starts. If you do not cancel within this allotted time period or check in by the start of class, you will be considered as having "missed" your booked class. If you have a missed class, there will be a \$5 fee charged directly to your account.

Members without reservations may attend classes only if their membership allows access to group classes and if there is space available in the class after all reserved members have been accommodated. If the class is fully reserved, you can place your name on the waitlist either on the PIVOTbyKA app or at a check-in kiosk on location.

This policy has been implemented to ensure a safe and enjoyable workout for all and serve those who are paying for group class privileges. Class capacities will not be exceeded. Please do not enter if door to studio is closed.

H. Any member who is loud, offensive, or bothersome to other members or behaves otherwise in an unbecoming manner or who is cited for infraction of rules and regulations may be suspended or expelled from all PIVOT Lifestyle + Fitness by KA locations. In the event of termination, the unused portion of any advanced payment shall be forfeited to the facility.

I. In the event that a member becomes temporarily disabled and, therefore, is not able to use the services and facilities of PIVOT Lifestyle + Fitness by KA, the membership term will be extended for a period equal to the length of the temporarily disability.

J. Hours of operation are posted at PIVOT Lifestyle + Fitness by KA and are subject to change as each facility utilization dictates.

K. Smoke-Free and Vape-Free Environment - PIVOT Lifestyle + Fitness is committed to the health of its employees and members. Smoking or vaping are not permitted anywhere in the PIVOT Lifestyle + Fitness facilities and all enclosed or outdoor areas of the gym, including the entrance area immediately outside the front door. This applies to all smoking tobacco products and vaping products, i.e., cigarettes, cigars and pipes.

L. All members and guests must register or scan in, at the reception desk or kiosk upon entering PIVOT Lifestyle + Fitness by KA.

M. Members must scan membership cards and or phone app code every time they enter all PIVOT Lifestyle + Fitness by KA facilities. Members are required to show photo I.D. with their copy of the membership agreement until they receive their membership card. Members will not be allowed entry to the facility without membership cards or phone app code.

N. PIVOT by KA services may only be used by members and in good standing. A member whose PIVOT Lifestyle + Fitness by KA membership has expired must renew in order to take advantage of her or his privileges.

O. PIVOT Lifestyle + Fitness by KA is not responsible for lost or stolen items. Items found are immediately placed in public lost and found locations.

P. Any notice required or permitted to be given to you shall be considered duly given when personally delivered to you or mailed to your address as it appears on your membership agreement or as subsequently changed by written notice to PIVOT Lifestyle + Fitness by KA.

Q. No solicitation allowed in facilities or parking lot.

R. When the master agreement (paying the higher price) cancels their agreement, the second person on the family agreement will assume the master agreement dues.

S. All guests must be a valid, legal resident with an acceptable established personal, and verifiable billing address. (House, Apartment, Duplex, Town House)

II. PIVOT Lifestyle + Fitness by KA Facilities

A. Members must wear shirts (covering the chest and back) at all times in facilities.

B. Footwear (i.e. tennis or athletic shoes) must be worn at all times in the exercise areas, with the exception of the Yoga Studio within the PIVOT Lifestyle + Fitness by KA. Opened toed footwear is not allowed.

C. Members must be properly attired in standard workout clothes (i.e. tights, gym shorts, track suits) while in the exercise areas. Jeans, work boots, and other nonathletic attire are not permitted in the cardio/gym and studios.

- D. While working out please use proper gym etiquette. Consult with a PIVOT Lifestyle + Fitness by KA employee if there are any questions.
- E. Profanity is not allowed in the gym.
- F. Members shall not yell or scream across the gym.
- G. Use of the equipment should be instructed by a PIVOT Lifestyle + Fitness by KA employee.
- H. Return weights to proper racks when finished.
- I. Have a “spotter” when using heavy weights.
- J. No littering or leaving debris on the gym floor.
- K. Members who sweat profusely are asked to use towels when using the equipment.
- L. No dropping the weights.
- M. Use of hair dyes in our facilities is strictly forbidden.
- N. Eating and/or drinking is permitted in the community gathering area only. Please do not eat and/or drink in gyms, locker rooms, and or studios other than what is in your water bottle or shaker.
- O. Belongings may not be left in daily lockers overnight. PIVOT Lifestyle + Fitness by KA does not accept responsibility for items removed from lockers.
- P. Personal Property and belongings (i.e. gym bags, purses, extra clothing, etc.) are not allowed on the workout floor. You should avoid bringing valuables onto premises. To the maximum extent permitted by law, PIVOT Lifestyle + Fitness by KA will not be liable for the loss or theft of, or damage to, any personal property of you or your guests, including without limitation any items left in lockers, locker rooms, consult rooms, studios, or anywhere else in the facility.
- Q. Chalk is allowed only in designated areas.
- R. We recognize that many of our members are skilled and advanced in their workout techniques and encourage a community environment where members contribute and assist their fellow members in those workouts. However, any member or guest not employed by or contracted by PIVOT Lifestyle + Fitness by KA as a personal trainer is prohibited from engaging in Personal Training, Private Coaching, Team Coaching, Physical Therapy or any related activity in our clubs. PIVOT Lifestyle + Fitness reserves the right, in its sole and absolute discretion, to determine whether any act violates this prohibition.
- S. Sexual relations are prohibited on the premises.
- T. A member or perspective member must represent and maintain acceptable personal hygiene. Guests and members can be removed, and membership may be terminated or refused for being unkempt.
- U. A member or guest may be refused if they in any way make comments that make staff or members uncomfortable.
- V. No Cell Phone and Camera Use in Private Areas – using cell phones, cameras or any other recording devices in PIVOT Lifestyle + Fitness by KA locker rooms and other private spaces like consult rooms is strictly prohibited. Using cell phones, cameras and other recording devices during youth programming and during group fitness classes is also prohibited. Other Cell Phone and Camera Use: As a courtesy to other members, you may not speak on your cell phone, or utilize any video chat application, while at the facility. You may take photos or videos in public areas of facility solely for your personal use. You may not take photos or videos in facility to promote your or any third party’s business, products or services. Use of any lighting, tripods or other such equipment is prohibited. You are expected to be respectful of other members, and you may not intentionally film another individual without their permission. If you post online or on social media a photo or video that was taken in the facility and another individual appearing in that content complains, PIVOT Lifestyle + Fitness by KA reserves the right to ask you to remove the post.

W. Weapons: Firearms and other weapons are strictly prohibited from being brought into fitness facilities.

III. GUESTS

- A. No member shall bring in any individual to perform personal training services.
- B. All guests must register upon entering the facility.
- C. All guests must execute a Waiver and Release of Liability and Indemnify Agreement.
- D. Former members and members restricted from any of the PIVOT Lifestyle + Fitness by KA facilities may not enter as guests.
- E. Out-of-town guests will be charged a one-day guest fee.
- F. PIVOT Lifestyle + Fitness by KA reserves the right to refuse anyone who is not properly attired and/or personally clean.
- G. Any guest found in PIVOT Lifestyle + Fitness by KA who has not paid the guest fee will be charged double and will no longer be able to use any of the facilities. Members are responsible for their guests.
- H. All guests must abide by PIVOT Lifestyle + Fitness by KA rules (posted or not) and regulations.

IV. CHILDREN

A. Children ages 16 or older may join any PIVOT Lifestyle + Fitness facility. Children under the age of 16 may not utilize the cardio and strength training areas or attend the group exercise classes unless enrolled in a PIVOT Lifestyle + Fitness program or service for the particular age group. There is a drop-in program fee option for youth under 16 participating in youth focused classes. All youth programs are provided solely as a convenience while you are at and using the facility and you are strictly prohibited from leaving facility premises while your child is in the facility, unless otherwise stated. Except when in a youth program, children must be accompanied by a parent or legal guardian at all times. Violations of these rules will result in cancellation of membership without refund. Please see General Manager for information. Children 16 and up are eligible for full membership. For individuals 16-17 years old a parent or guardian must sign a membership agreement.

V. ANCILLARY SERVICES

Program, Session and Treatment Fees: You are required to pay for any type of program or session fee on or before the date of the session or program start date. If you are booking a treatment, you will be required to provide your credit card information in order to book an appointment. You must check in at the front desk and out at the front desk prior to and after any treatment. PIVOT Lifestyle + Fitness by KA reserves the right to cancel any scheduled session or program for which not payment has been received by twenty-four (24) hours prior to the session or program. If you use a session that was not otherwise paid for, PIVOT Lifestyle + Fitness by KA will charge the credit card or other account on-file with PIVOT Lifestyle + Fitness by KA.

Session, Program and Treatment Cancellation: You may cancel or reschedule your session or program up to twenty-four (24) hours before the session or program is due to start. You will be charged for the full cost of the session or program if you cancel or reschedule with less than twenty-four (24) hours' prior notice or if you fail to show up to your session. You are not entitled to any refund for or reinstatement of any late-cancelled or missed session.

Expiration of Sessions, Programs & Treatments: All sessions expire six (6) months after the date of purchase, unless prohibited by law or a different expiration date is expressly stated in writing by PIVOT Lifestyle + Fitness by KA.

No Refunds of Session, Program and Treatments: All sales of sessions are final and non-refundable, except as required by law. Sessions and programs have no cash value and are non-transferable and non-descendible.

Services Rendered by PIVOT Lifestyle + Fitness by KA: Your purchases of any Sessions and Treatments are the purchase of services to be provided by by PIVOT Lifestyle + Fitness by KA, not by any particular trainer, coach, instructor or therapist, and by PIVOT Lifestyle + Fitness by KA reserves the right to change or substitute your trainer, coach, instructor or therapist at any time.

VI. FEES

A. Lost items: Membership card - \$10.00. 24-7-hour Membership FOB - \$10.00

B. All other fees please see front desk attendant.

C. Annual Maintenance Fee of \$29 is charged to invest in our programs, equipment and facilities to ensure you're getting the best value for your membership dollars, it is charged on each year on your anniversary enrollment date.

Subject to applicable law, Member agrees that PIVOT Operations, LLC may contact members at any mailing address, phone number or e-mail address set forth on the face of this agreement, or any other address subsequently provided to, or obtained by PIVOT Operations, LLC.

Waiver of Liability, Assumption of Risk, Release, Indemnification, and Covenant Not to Sue

- 1. Acknowledgment and Assumption of Risk.** I, the "Client" named below, acknowledge that my participation in the services ("Fitness Services") offered by PIVOT Lifestyle + Fitness by KA ("Fitness Provider") entails known and unknown risks that include, but are not limited to, personal injury and property damage caused by me or by third parties. I understand that the Fitness Services means all activities or services available through the Fitness Provider whether at Fitness Provider's facilities or another location. The Fitness Services include, but are not limited to, individual and group exercise, weight training, cardio training, hot yoga, yoga, cycling, functional training classes, wellness services and personal training. I certify that I (a) understand the risks of participating in the Fitness Services and (b) am voluntarily assuming these risks. I further acknowledge that (a) Fitness Provider advises that I consult a physician before participating, (b) I am solely responsible for participating in the Fitness Services at a level that is appropriate for my health and stamina and for seeking medical care when appropriate, and (c) Fitness Provider offers no guarantee of results.
- 2. Waiver of Liability, Release, Indemnification, Covenant Not to Sue.** To the fullest extent of the law and in consideration for being allowed to participate in the Fitness Services, I hereby release Fitness Provider from, covenant not to sue Fitness Provider for, and otherwise waive my rights related to any injury, demand, loss, claim, fee, or expense I incur related to the Fitness Services, including, but not limited to, any injury, loss, demand, claim, fee, or expense that relates to Fitness Provider's negligence. I agree to defend and indemnify Fitness Provider from any injury, loss, demand, claim, fee, or expense related to my participation in the Fitness Services.
- 3. Fitness Provider.** The term "Fitness Provider" means PIVOT Operations, LLC, an Idaho limited liability company doing business as "PIVOT Lifestyle + Fitness by KA." The term Fitness Provider also includes each owner, employee, lessor, vendor, service provider, trainer, contractor, agent, representative, or facility of Fitness Provider.
- 4. Legal Effect.** I understand that this "Waiver of Liability, Assumption of Risk, Release, Indemnification, and Covenant Not to Sue" is a binding legal agreement that will be enforceable against me, my heirs, devisees, agents, and personal representatives. I understand that by signing this document, I will be forgoing important legal rights, including, but not limited to, the right to sue for injuries that I sustain from participation in the Fitness Services.

Pioneer Crossing Collaborative Center Supplemental Agreement and Membership Notice

Welcome to Pioneer Crossing Collaborative Center. We value you as a tenant, guest, or occupant of the buildings and facilities at Pioneer Crossing, including the Pioneer Crossing Collaborative Center ("**Center**"). By executing this Agreement and Membership Notice, you are a tenant, guest or occupant of the buildings and facilities at Pioneer Crossing, affording you access to utilize the fitness facilities operated as PIVOT Lifestyle + Fitness by KA. In utilizing the Pioneer Crossing Collaborative Center it is important that all tenants, guests, and occupants adhere to the following:

- The only parking available to tenants, guests, or occupants of the Center are in the parking garage immediately to the northeast. Failure to park in the parking garage will result in adverse action by the building landlord.
- Tenants, guests, or occupants of the Center who park in the Prohibited Areas, may be towed without warning. The Prohibited Areas are in any of the surface parking areas within Pioneer Crossing outside of the parking garage, including, but not limited to the adjoining parcel where Panera Bread is presently operating, the adjoining parcel where the Hilton Garden Inn is operating, and the surface parking areas on the parcel where the Center is located.
- The Center is required to reimburse the building landlord for the costs of enforcing these parking provisions, including the cost of towing and storage, and as such, will pass that cost along to the tenants, guests or occupants of the Center.
- The building landlord has reserved the right to make additional parking rules and regulations as are necessary from time to time to which the tenants, guests, and occupants of the Center will be subject.
- This document constitutes written notice to the tenants, guests, or occupants of the Center of the supplemental parking requirements that the Center is subject to under its lease.

I acknowledge that I am a tenant, guest, or occupant of Pioneer Crossing Collaborative Center, and that I also desire to become a member PIVOT Lifestyle + Fitness by KA.

I acknowledge that the violation of any provision of this Agreement will result in the Center terminating my status as a tenant, guest, or occupant of the Center upon five (5) days written notice to me.

I reserve the right to terminate my status as a tenant, guest, or occupant of the Center upon five (5) days written notice to the Center.

I acknowledge the foregoing and that I will comply with these supplemental parking provisions, and that failure to do so may expose me to the foregoing remedies as well as potentially the loss of parking and membership provisions.