

# Millennium SportsClub

## Membership Guide

All of us at Millennium SportsClub are very pleased to welcome you as a member. We hope the facilities and services the Club offers will make your membership experience enjoyable and you obtain the results you seek. In order to maximize your enjoyment of the health, fitness, sports, recreational and social activities offered, this Guide describes the facilities, as well as basic policies and rules that will enable you to obtain the maximum benefit from your membership. Please take a moment to familiarize yourself with the contents. Above all, have fun and enjoy yourself!

Website: [www.millenniumsportsclub.com](http://www.millenniumsportsclub.com)

### **MISSION STATEMENT:**

Millennium SportsClub is committed to:

- **ENHANCING BODIES**
- **RENEWING MINDS**
- **NURTURING SPIRITS**

### **MILLENNIUM SPORTSCLUB . . . A FULL-SERVICE ATHLETIC FACILITY:**

Millennium SportsClub offers the following programs, facilities and amenities:

State of the Art Circuit Training and Free Weights, Cardiovascular Equipment, Weight Loss Programming, Nutritional Counseling, Certified Personal Trainers, Group Exercise Classes (land, water, cycling, mat Pilates), Yoga, Les Mills Body Pump, Tennis, Racquetball, Basketball, Volleyball, Swimming, Whirlpool, Sauna, Locker Rooms, Pilates Reformer Training, Food and Beverage, Babysitting and More!!!

### **CLUB HOURS:**

Hours vary at each Millennium SportsClub. Please check with the front desk or visit our website ([www.millenniumsportsclub.com](http://www.millenniumsportsclub.com)) for exact hours. All facilities, except the locker rooms, close fifteen minutes prior to the Club's closing. Also, check with the Club for special hours on holidays.

### **GENERAL INFORMATION:**

Millennium SportsClub is a private athletic club for the exclusive use of its members and their guests. Club use is described in the Membership Agreement Section dealing with Terms and Conditions. To ensure the most beneficial use of the Club facilities, all members are requested to familiarize themselves with these Terms and Conditions, as well as the policies and rules presented in this membership guide.

### **SAFETY ISSUES:**

Millennium is concerned about your safety and the safety of your children and guests. Although the Club has employees to assist you in using the facilities, you must take personal responsibility for your own safety.

Please take a "common sense" approach to your safety and the safety of others around you by observing the following:

- Keep young children under constant supervision. There are many attractive areas of the Club where children can hurt themselves and get into mischief. For these reasons, children are not allowed in some areas.
- Be sure to receive proper instruction in usage of Club equipment & sports.
- Be sure to wear proper attire for your choice of activity (especially appropriate footwear)
- Have a doctor's assessment and be careful in undertaking a new exercise program or sport. Care in the beginning can alleviate excess stress or even injury.
- Use care in the sun (use sun block) and wear appropriate clothing when using the pool and outdoor court areas.

By taking a common sense approach to Club usage and exercise, you can safely enjoy all the benefits the Club has to offer.

### **CHILDREN'S POLICIES:**

Millennium SportsClub offers family memberships and provides programs for children. We encourage you to enjoy the pool, social areas and other recreational options with your children. However, many of the facilities are designed for adults and can be a dangerous place for unsupervised children.

Further, as a consideration for other members, parents and/or legal guardians and/or custodians should maintain supervision of their children while at the Club. Children 12 and under are not allowed to roam freely about the Club or use adult facilities. The staff will firmly enforce this policy and may suspend Club use in cases where this policy is not followed. Please understand that we want your children to enjoy themselves and have provided special areas and programs for their enjoyment. Children can be checked into the Jr. Lounge or other organized activities. Parents and/or legal guardians and/or custodians are to be on the premises whenever their children are at the Club. The only exception to this rule is when children are participating in a supervised activity and a liability/health form is on file for the child. In these cases, children should be picked up promptly at the conclusion of the scheduled activity. Taking responsibility for your children will enhance everyone's enjoyment and safety.

#### ***Children Six Months to Seven Years of Age:***

Parents and/or legal guardians and/or custodians are to remain on the premises whenever their children are at the Club; this includes the Little Member's Playroom (babysitting room). Children six months to one year of age may be in the Playroom for a maximum of one hour per day. Children one to seven years of age may be in the Playroom for a maximum of two hours per day. Club staff is provided in this area to supervise the children while the parents and/or legal guardians and/or custodians are in the Club. Children must be registered in and out of this room. Only registered children may be in the room and MUST remain there until a parent and/or legal guardian and/or custodian, or a person designated by the parent and/or legal guardian and/or custodian on the child's information card, picks up the child. The Playroom is a "well" child facility. Parents and/or legal guardians and/or custodians should not bring children with cold symptoms or any contagious illnesses to the playroom. It is the responsibility of the Club staff to evaluate, to the best of their ability, the wellness of the children coming into the room. If your child shows signs of a cold (i.e. runny nose), but only has non-contagious allergies, please bring a note from their doctor indicating this condition. Please check with the Front Desk for current Playroom hours. Food and beverages are not allowed in the Playroom (labeled baby bottles and sip cups are acceptable); therefore, please feed your child before arriving at the Club. Club employees are not allowed to change diapers. Prior to leaving children in the Playroom, children should use the restroom facilities. Parents and/or legal guardians and/or custodians should be prepared to change their child's diaper if the need arises.

Children must be clean and fully dressed. If a child exhibits inappropriate behavior, the staff will ask them to sit in a chair for a brief "timeout". If the behavior continues to be unmanageable, the staff will send for the parent and/or legal guardian and/or custodian to resolve the problem, and in some cases, require the child to be removed from the Playroom. Children three years of age and younger may use the locker room of the opposite gender only when accompanied by their parent and/or legal guardian and/or custodian.

### ***Children 8 to 12 Years of Age:***

Children 8–12 years of age must be accompanied and supervised by their parents and/or legal guardians and/or custodians when using the Club. The only exception to this rule is when children are participating in a supervised activity and a liability/health form is on file. In these cases, children are to be picked up promptly at the conclusion of the scheduled activity. Children 8-12 may also be in the Junior Lounge unattended, as long as their parent and/or legal guardian and/or custodian is in the Club. Children 8-12 may utilize all areas of the Club with their parent and/or legal guardian and/or custodian, with the exception of the weight training equipment, free weights, cardiovascular equipment, group exercise classes, the indoor sauna, steam and whirlpool, even when accompanied by an adult.

### ***Junior Members 13-17 Years of Age:***

Junior members 13-17 years of age may utilize most of the areas of the Club without adult supervision. One area that cannot be used (until a child turns 14 years of age) without adult supervision are the swimming pools and whirlpools. Children 13-17 are allowed to use the free weights, circuit weight training equipment and cardiovascular equipment only when they have been certified by a Club fitness staff person. The fitness staff will instruct the juniors on the rules, regulations, operation and safe use of all weight and cardiovascular equipment. Junior members are not allowed to loiter in the Club and may be asked to vacate the premises if they are not making valuable use of their time in the Club. The Club manager will determine what loitering means and explain what that means to any individuals that would be determined to be loitering.

### **COURT SPORTS:**

The Club offers lighted tennis courts, and also indoor racquetball courts (there are no racquetball courts at the Rancho Solano Club). Tennis courts may be reserved for two hours at a time and up to 3 days in advance. Racquetball courts may be reserved for one hour at a time and up to 3 days in advance. All players participating are considered as having a reservation or claim to a court. Members wishing to make two reservations on the same day must finish the first reservation before being allowed to make a second reservation for the same day. Reservations will be held for 10 minutes after the scheduled reservation time. If you are unable to keep a reservation, please be considerate and call the Club to cancel your reservation. There is a special set of tennis court reservation rules for USTA league practices (Please see the Club Manager or Tennis Professional for a copy of these special court reservation policies)

### **FITNESS:**

The circuit training, free weight areas, cardiovascular area and other fitness areas are friendly areas for both men and women. These areas are for members 18 years of age and older. However, junior members 13-17 year of age are allowed to use the free weights, circuit weight training equipment and cardiovascular equipment only when they have been certified by a Club fitness staff person. The fitness staff will instruct the junior members on the rules, regulations, operation and safe use of all weight and cardiovascular equipment. Please use the provided spray bottles and towels to wipe down the equipment after use. No food or beverages (other than water bottles) are allowed in the exercise areas. Appropriate athletic attire including shirts, shorts and CLOSED-TOED shoes must be worn at all times. The Fitness Staff is available to answer questions and demonstrate proper equipment usage. Or, you may wish to make a personal

appointment with one of the Club's Trainers. For your own safety, place collars on all Olympic bars when using the free weight equipment. When doing multiple sets, please allow others to work in and complete their rotations. Always use a spotter when lifting heavy weights. **PLEASE BE CONSIDERATE AND RETURN ALL WEIGHTS TO RACKS FOLLOWING USAGE.** Gym bags must be stored and are not to be left on the cardio or weight room floors. In the cardio area, members are limited to a maximum of 30 minutes per machine when others are waiting.

### ***Group Exercise (Group X):***

The Club offers a variety of land, water and cycling Group Exercise classes. Our certified instructors are energetic, knowledgeable and eager to help you get started or advance your physical fitness regime through Group X classes. Footwear is very important, so be sure to always wear appropriate shoes to class. Children 12 and under are not allowed to take Group X classes or to sit in the room while their parent and/or legal guardian and/or custodian participates. If you arrive late for a class, make sure to warm-up sufficiently prior to joining the group. If you must leave early, please be sure to stretch and cool down completely.

### ***Pool and Water Programs:***

The Club offers year-round swimming and water programs. Glass containers are not permitted in the swimming pool area. Please shower before entering the water. Running and diving are not permitted. For your safety, we recommend you swim with a partner. Children 13 and under must be supervised by parents and/or legal guardians and/or custodians when using the pool. No alcoholic beverages are allowed.

### **FOOD AND BEVERAGE:**

Members may not bring their own food or beverages to the Club without the express consent of the Club Manager.

### **LOCKER ROOMS:**

It is in the best interest of all members and guests for each person to leave the locker room areas neat and clean for the next person's use. As a safety measure, glass bottles and drinking glasses are not permitted in this area of the Club. Lockers are for day-use only and locks left on overnight may be cut off. Members may rent lockers on a yearly basis (check with Club for locker rental fees). Please bring a lock to put on your locker to prevent theft of personal items. Children four years of age and older are not allowed to enter the locker rooms of the opposite gender (even if accompanied by a parent and/or legal guardian and/or custodian).

### **SAUNA:**

Children 17 years of age and under may not use the Sauna. When using the Sauna, please sit or lay on a towel. DO NOT POUR WATER on the sauna rocks, there is an electrical unit inside that will be damaged or destroyed by pouring water over the rocks.

### **WHIRLPOOL:**

Be cautious when using the whirlpool. Avoid over exposure. Pregnant women should consult their physician before use. No alcoholic beverages, glass containers, running or diving is allowed.

### **WHAT TO WEAR:**

Millennium SportsClub anticipates that members will dress in a manner suitable to the activity in which they are participating. Appropriate shirts and shoes are required throughout the Club. Tennis clothing is appropriate for tennis. Improperly attired members and guests will be asked to discontinue the activity in which they are participating until dress code standards are met. Shoes must be worn at all times in all areas of the Club with the exception of the pool and locker

rooms. Closed toed shoes must be worn when using cardio and weight training equipment. Court shoes are mandatory when playing on tennis or racquetball courts. Boots of any style and street shoes are not to be worn on any courts. Please do not wear denim shorts or pants or have any chains, keys etc. hanging from attire.

### **GUESTS:**

Millennium SportsClub is dedicated to making its many facilities and services enjoyable and readily available to you and your guests. Guests will be charged a daily fee and can enjoy all the programs, amenities and services available to our members. Members must personally register their guests at the front desk upon their arrival. All guests are required to complete a guest waiver/liability form prior to using the Club (Guests 17 years of age and under must have a parent and/or legal guardian and/or custodian complete this form). Guest waivers are available at the front desk and on the Clubs website ([www.millenniumsportsclub.com](http://www.millenniumsportsclub.com)). If your guest arrives before you, they will be asked to wait until you arrive and register them before they begin using the Club facilities. Guests cannot claim court reservations in a member's absence. Members are responsible for their guests. Any guest who violates the Club's policies will be asked to leave.

### **CLUB PROPERTY:**

Any instances of vandalism or mistreatment of Club property and equipment will result in suspension or revocation of membership privileges, as well as payment for damages incurred. Adult members are responsible for their children and guests. Please report violation of Club rules or damage to Club property and equipment to any Millennium employee immediately. The Club reserves the right to cancel any membership based on misconduct or failure to abide by Club policies and rules.

### **LOST AND FOUND:**

Please take care of your valuables and personal belongings. It is a good idea not to bring valuables inside the Club. If you do, it is a good idea to keep your valuables either on you or in your possession to avoid the possibility of loss or theft. The Club is NOT responsible for lost or stolen items. Please report any potentially lost or stolen items to the Front Desk. You may also claim lost items at the Front Desk. The Club donates unclaimed items to charitable organizations every two weeks.

### **TELEPHONES AND PAGING:**

The Club does not offer paging. In the event you are expecting a call, please leave your name with the Front Desk receptionist. The desk will take a message and hold it for you. Club phones are not for member's personal use.

### **WIRELESS INTERNET USAGE:**

The Club may offer wireless internet access. Ask the Front Desk for login information and password. Be sure to bring your notebook computer, network card and accessories along so you can enjoy convenient high-speed internet access at the club. All you need is a notebook computer running Windows 2000/NT/XP or Mac OS 7.5 or later with Wi-Fi/wireless network ability. This internet access is not monitored for security. Use of the internet is at your own risk.

### **PETS:**

Members and guests are not allowed to bring pets or animals on Club property. Pets should not be left in open vehicles, or left unattended in the parking lot. The only exception is if the animal is a service dog.

## **SMOKING:**

Smoking is not permitted anywhere at the Club (this includes outside as well as inside on Club property)

## **SOLICITATION POLICY**

Millennium SportsClub has a long-standing solicitation policy at our Clubs. In order to provide a distraction-free environment for our employees, members and guests, we do not allow solicitation or petitioning at our Clubs regardless of the cause being represented.

This policy does not diminish Millennium's support of our community activities or personal volunteerism. Millennium has many other means by which it supports organizations whose programs fall within our corporate philosophy. We continue to encourage our employees and members to be involved in our community and the myriad of opportunities to serve our neighbors.

### **How We Enforce Our Policy**

To ensure an enjoyable experience for our members and guests in all of our Clubs, we have taken the following steps to provide a distraction-free environment.

1. We ask all solicitors and petitioners to respect our policy by ceasing their activities and leaving our property.
2. We partner with local law enforcement agencies to assist us in having unwanted solicitors and petitioners removed from our property.
3. Millennium will approve specific community and charitable events that we will sponsor, support and ask for member and staff support.
4. All employees, members and guests must have prior approval for any personal or charitable solicitation.
5. No network marketing services or products may be sold without specific written permission from the CEO.

### **California Law**

For many years, Millennium has enforced a no-solicitation policy at our Clubs to protect our employees, members and guests from being subjected to persistent appeals when at our Clubs. We believe we have this right since our Clubs are located on private property and are operated for the purpose of providing our members and guests with a comfortable experience.

To challenge our solicitation policy, petitioners sometimes claim a right to gather signatures or engage in other expressive activity in front of a Millennium Club based on *Robins v. Pruneyard Shopping Center*, a 1979 decision of the California Supreme Court. While that case found that California law provides some protection for "free speech" activities at shopping centers that constitute a public forum, it does not give petitioners unlimited access to retail property. The shopping center involved in the *Pruneyard* case was a large, regional mall with extensive public amenities and common areas for walking and gathering. The court in that case determined that the mall was a public forum because it was the functional equivalent of a traditional town square. As a public forum, the mall was required to permit free speech activities in the common area, subject to reasonable time, place and manner restrictions established by the mall owner. There have been recent cases in this area of the law that have clarified the scope of the *Pruneyard* decision. Based on these cases, it is clear that the *Pruneyard* decision does not require Millennium to permit petitioning in front of its Clubs.

*Costco Companies, Inc. v. Gallant* 96 Cal. App. 4th 740 (2002) This case involved a challenge to restrictions imposed by Costco on petitioning at its stores. In its decision, the court held that a

store such as a Costco is not a "miniature downtown" and so is not a public forum. Millennium is not a public forum, so the *Pruneyard* case does not give people the right to petition at a Millennium Club.

*Albertson's v. Young* 107 Cal. App. 4th 106 (2003) This case further clarified that individual retailers within larger commercial developments are also not within the reach of the *Pruneyard* decision. In this case, the solicitor argued that he had a right to engage in expressive activity at the Albertson's store because the store was part of a large shopping center. The court rejected this argument stating "[t]o establish a right to solicit signatures at the entrance to a specific store, it must be shown that the particular location is impressed with the character of a traditional public forum for purposes of free speech." *Id.* at 122. As noted above, a Millennium Club is not itself a public forum. Therefore, there is no right to solicit signatures at the entrance to a Club, even if the store is located in a shopping center.

These cases make clear that Millennium Clubs are not themselves within the reach of the *Pruneyard* decision and that we do not need to allow people to use our property for expressive activity.

We will continue to enforce our no-solicitation policy in all Clubs as we believe that these recent cases demonstrate our right to control access to our property and provide our members and guests with a comfortable, distraction-free experience.

### **WAIVER OF LIABILITY AND RELEASE:**

As documented with your membership:

#### **Assumption of Risk, Waiver of Liability, and Indemnification Agreement**

**Nature of the Activity:** Being physically fit and in good condition produces many benefits for the client – including pleasure, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. Physical conditioning and training, however, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Millennium SportsClub operated by Salutary SportsClubs, Inc. (hereafter referred to as MSC), its exercise physiologists, its personal trainers, and other employees provide an opportunity for clients to improve their strength and cardiovascular fitness in a pleasant environment using a variety of equipment. Members may train on their own or may elect to take advantage of a personalized program that is designed specifically for each individual by a trained personal trainer. Regardless of the reasonable care taken by MSC in providing appropriate equipment and trained personnel, however, accidents and injuries can occur through no fault of the client and no fault of MSC, its staff, or agents. MSC feels that the benefits of physical conditioning and training far outweigh the risks involved, but feels it is important for you to know both the benefits and the risks so that you can make an informed decision regarding your participation in such activities.

**Strength-building activities** include exercises on apparatus to develop leg strength, arm strength, abdominal strength and strength of various muscle groups. Strength-building activities place additional and unusual demands upon the body since they involve strenuous maximal, or near-maximal, exertions of force using various muscle groups. **Cardiovascular activities** also place additional demands upon the body since they generally involve prolonged moderate to vigorous exercise on running tracks, exercise bikes, treadmills, steppers, and other types of cardiovascular equipment. All activities utilized for developing cardiovascular fitness involve sustained physical activity that places significant stress on the cardiovascular system. Additionally, all types of **exercise equipment** carry with them risks due to user misuse as well as those of equipment failure. Likewise, **fitness testing** carries with it certain inherent risks due to the strenuous, all-out effort required. Injuries can be a result of any number of inherent risks of conditioning and training, including such factors as excess stress during training or testing

activities, inadvertent user inattention, unexpected equipment failure, inadvertent instructor error, and misjudgments of client ability by the client or instructor. **If you have questions regarding the benefits or risks of these, or any other activities available at MSC, please consult with any of our staff.**

**Assumption of Risk:** I understand that the inherent risks of physical conditioning and training (including strength-building and cardiovascular activities) vary with the activity, the muscle group involved, and with the exercise equipment used. Common minor risks include minor muscle strains, muscle sprains, muscular fatigue, contusions, and post-exercise soreness. More serious, but less frequent, risks include joint injuries, torn muscles, heat-related illnesses, and back injuries. There is also the more remote risks of a catastrophic incident (e.g., stroke, heart attack, paralysis, or death).

I have read the previous paragraphs and **I know and understand the nature of the activities** at MSC, **I understand the demands** of those activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of activities made possible at MSC and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Acknowledgements, Assertions, and Agreements:**

- I assert that I have completed a medical history for MSC and have no problems that would contra-indicate an exercise program.
- I acknowledge that MSC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation in physical conditioning and training.
- I assert that I possess a sufficient level of physical fitness to enable me to safely participate in the fitness program at MSC.
- I authorize MSC to administer emergency first aid, CPR, and use an AED when deemed necessary by MSC.
- I authorize MSC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by MSC.
- I authorize MSC to share my medical history with emergency medical personnel when deemed necessary by MSC.
- I agree to assume all costs of emergency medical care and transportation.
- I give consent to certain physical touching that may be necessary to ensure proper technique and body alignment.
- I acknowledge that it is my duty to inform my personal trainer or the facility staff and cease exercise immediately if I should feel any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) whether during testing, strength training, cardiovascular training, or any other activity.
- I acknowledge that the provider will maintain the facilities and conduct the activity in good faith and may find it necessary to terminate my participation in an activity when he/she judges me to be incapable of safely meeting the rigors of the activity. I accept your right to take such actions for the safety of myself and/or other clients.

**Waiver of Liability for Ordinary Negligence:** It is expressly agreed that the use of all Club facilities, without limitation and whether engaging in exercise activities or not, shall be undertaken by a member at his/her sole risk, and the Club shall not be liable for any injuries or any damages to any member, or the property of any member, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, the Club's premises regardless of whether it was caused by the negligence of the Club.

This agreement applies, without limitation, to 1) personal, bodily and or mental injury (including death) from incidents or illnesses arising from participation in MSC activities (including, but not limited to, organized training activities, fitness tests, classes, observation, individual use of

facilities or equipment, mechanical or otherwise, shower/locker room area, and all premises including the associated sidewalks, parking lots, stairs, pool, whirl pool, sauna, steam room, tennis/racquet courts, lobby area and/or any equipment in or about the club facility); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

**Indemnification:** I agree to hold harmless, defend, and indemnify MSC (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) from any and all claims of mine, my spouse, heirs, my guests, minor members personal representatives, or assigns arising from my injury or loss due to my participation at MSC.

**I further agree to hold harmless, defend, and indemnify MSC** (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at MSC.

**Covenant Not To Sue:** I covenant not to sue MSC, its owner, directors, officers, employees, volunteers, independent contractors, and agents for any present or future claim I might have. This includes claims resulting from 1) the inherent risks of physical conditioning and training and 2) the ordinary negligence of MSC, its employees, and its agents.

**Integration Clause:** I affirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and MSC and cannot be modified or changed in any way by representations or statements by any agent or employee of MSC. This agreement may only be amended by a written document duly executed by all parties.

**Mediation and Arbitration:** I agree to engage in good faith efforts to **mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to this contract shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

**Severability and Venue:** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws 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 legal force and effect. Likewise, I understand that if legal action is brought, the appropriate trial court for the county of Solano in the State of California has the sole and exclusive jurisdiction and that only the substantive laws of the State of California shall apply.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Covenant not to Sue, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by MSC, to the greatest extent allowed by law in the State of California.

## **MEMBERSHIP TERMS AND CONDITIONS**

As stated on your membership agreement:

**Membership Agreement.** You have purchased a Membership with Salutory SportsClubs, Inc. ("Club") and you agree to abide by all the terms in this Agreement, and to follow the Club's established Membership Policies and any posted or published Club Rules. Your Membership permits you to use the Club's premises, facilities, equipment and services (collectively, the "Facilities") at any Millennium SportsClub location. Your membership must be in good standing to use the Club's Facilities. The Club reserves the right to amend its membership Policies and Club Rules from time to time in its sole and absolute discretion. The failure of Member or Member's family to follow the Membership Policies and/or Club Rules may result in cancellation of the Membership. Your Membership is non-transferable, non-assignable, and it does not give you any legal or financial rights in the Club, its management, property, assets, or operation.

**Membership Initiation and Monthly Dues.** The membership enrollment fee is a one-time fee provided that the membership status does not change or lapse. The monthly dues are payable on the 2<sup>nd</sup> day of each month. Dues received after 10 days from the due date on the Agreement will be charged a late fee. The Club reserves the right to increase dues from time to time on no less than 30-day advance written notice to the Member. You acknowledge that the Club's monthly dues rate is subject to change. The Club may increase your dues and fees at any time. The Club will provide you with written notice at least 30 days before the increase takes effect.

**House Charge Account.** A house charge account is automatically activated for each membership. All members on the membership are permitted to charge on the house charge account. It is the responsibility of the member to keep current all banking account and tracking information for Electronic Funds Transfer (EFT). Charges to a members account, which may include monthly dues, payment plan installments, annual increases in monthly dues, upgrades or additional dues, applicable taxes, fees and purchases for fitness or ancillary services, and any other unpaid fees or dues will be deducted on the 2<sup>nd</sup> of every month and continue until membership is terminated or cancelled in writing. EFT amounts may vary due to a change in monthly fees, past unpaid dues or other fees and purchases. It is the responsibility of the member to inform the Club if they wish not to permit charging to the house charge account for their membership or an individual on the membership.

**Facilities, Services and Hours of Access.** Your Membership commences when the Membership Agreement is signed and your initial payment is made. As a Member, you are entitled to use the Club's facilities and services. The Club's facilities include cardiovascular and other exercise equipment, tennis courts, swimming pool, basketball court and indoor and outdoor exercise and instruction areas. The Club's services may include classes in various activities, such as dance, yoga, pilates, martial arts, nutrition, tennis, swimming and other physical activities. The Club's hours of access vary from Club to Club. On holidays, the Club's services, facilities, and hours of access may be limited.

**Guest Policy.** Non-member guest must be accompanied by a Member, and may use the Club's Facilities subject to payment of the current guest fee, and execution of a Waiver and Release of Liability and Indemnity Agreement. No Member shall bring any individual to the Club to perform personal training or lesson services. All guests must abide by Club policies, rules and regulations.

**Statutory Cancellation Rights.** If the cost of your membership, including initiation fees, is between \$1,500 and \$2,000, you have the right to cancel this membership within 20 days after the contract is executed. If the cost of your membership, including initiation fees, is between \$2,001 and \$2,500, you have the right to cancel this membership within 30 days after the contract is executed. If the cost of your membership, including initiation fees, exceeds \$2,501, you have the right to cancel this membership within 45 days after the contract is executed.

**Cancellation Upon Relocation.** If the Member moves further than 25 miles from the Club, and is unable to transfer this Membership to a comparable facility, Member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if Member has pre-paid any sum for services, so much of such sum as is allocable to services he or she has not taken will be refunded. Club reserves the right to charge a cancellation fee of \$100 if less than one-half of Member's contract term has expired, or, \$50 if more than one-half of Member's contract term has expired.

**Cancellation Upon Death or Disability.** If by reason of death or disability of the Member, Member is unable to receive all services for which Member has contracted, the Member and his/her estate shall be relieved from the obligation of making payment for such services other than those services received prior to death or the onset of disability. In the event Member has prepaid any sum for services, so much of such sum as is allocable to services the Member has not taken shall be promptly refunded to Member or his/her representative on request. "Disability" means a condition which prevents the Member from physically using the facilities, and the condition is verified by a physician.

**Personal Property Liability.** Club is not liable to Member or Member's guest for personal property, including any automobile or its contents, that are lost, stolen, damaged or misplaced

while Member or Member's guest are on or about the Club's premises. Member and Member's guest assume the risk of any loss, theft or damage to his/her personal property while in, or about, the Club's premises, and member and Member's guest release the Club from all liability with respect thereto. The Club may provide lockers, cubicles, or other storage for Member's and Member's guest's personal property; however, the provision of such storage facilities is as a courtesy only, and neither the Club nor its employees or agents make any representation or warranty regarding the security of such storage or assume any responsibility or liability with respect to any property that is lost, stolen, damaged or misplaced.

**Membership Hold.** You may request the Club- to inactivate your membership for a two to six month period. The Club in its sole and absolute discretion may approve your request if (a) your payments are current and (b) you pay a "Hold" fee. During the inactive period, you may not use any of the Club's facilities. You cannot inactivate your monthly membership during the first six months of your membership period, and you may inactivate your membership only once during each successive twelve month period thereafter.

**Temporary Unavailability of Facilities.** Club may temporarily take facilities or equipment out of operation for reasonable repairs, modifications, substitutions, or improvements.

**Change In Type, Quantity or Schedule of Classes or Equipment.** The Club reserves the right to make changes to the type or quantity of classes or equipment offered.

**Notice.** Any written notice required or permitted to be given to you by the Club under this Agreement shall be considered duly given when personally delivered to you or mailed to your address as it appears on this Membership Agreement, or any subsequent address provided by you to the Club in writing. Any notice required or permitted to be given by you to the Club shall be considered duly given when received in writing by the Club's office.

**Change of Address.** Member shall give written notice to the Club of any change of address and/or telephone numbers.

**Termination of Membership.** Memberships to be cancelled may incur a cancellation fee. Upon cancellation, the consumer shall be liable only for that portion of the total contract payment, including initiation fees and other charges however denominated, that has been available for use by the consumer, based upon a pro rata calculation over the term of the contract. The remaining portion of the contract payment shall be returned to the consumer by the health studio. To cancel your membership you must (1) send the required written request at least thirty (30) days in advance; (2) confirm the receipt of your request by an authorized Club staff member; AND (3) be current on all financial obligations. Once your membership is terminated, you will not have to pay further monthly dues and fees. The calculation for the cancellation fee is as follows:

**Paid in Full (PIF) Membership:** If more than five (5) business days have passed since Member joined the Club, then membership may be terminated at any time upon thirty (30) days written notice by Member to the Club and payment of the cancellation fee. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. The cancellation fee will be the difference between the member's dues and fees paid and that of what a M-M membership dues and fees would be for the same plan and time frame.

**Monthly (M-M) Membership:** If more than five (5) business days have passed since Member joined the Club, then monthly membership may be terminated it at any time upon thirty (30) days written notice by Member to the Club. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. No additional cancellation fee.

**Term Membership:** If more than five (5) business days have passed since Member joined the Club, then membership may be terminated it at any time upon thirty (30) days written notice by Member to the Club and payment of the cancellation fee. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. The cancellation fee will be the difference between the member's dues and fees paid and that of what a M-M membership dues and fees would be for the same plan and time frame.

**Termination For Cause by Club.** Club may, at its option, terminate Member's membership if (1) Member fails to make timely payments under any payment plan, (2) Member fails to follow the Club's membership rules and regulations or this Agreement, or (3) Member's conduct is improper or harmful to the best interests of the Club or its members. Termination for cause is effective on the date the Club mails a written notice to Member's last known address. Member remains financially responsible for all dues and charges incurred until the date of termination.

**Termination Without Cause by Club.** The Club reserves the right to terminate Member's membership for any reason not identified in this Agreement and that is not prohibited by law. If the Club terminates Member's membership under this provision, the Club will mail written notice to Member and refund any unused prepaid dues. Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent Member from his/her intended use of the Club's facilities. Member acknowledges that the Club did not give Member any medical advice at any time relating to Member's physical condition and Member's ability to use the Club's facilities. If Member has any medical concerns, those concerns should be discussed with a physician before using the Club's facilities.

**Physical Condition and No Medical Advice.** Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent Member from his/her intended use of the Club's facilities. Member acknowledges that the Club did not give Member any medical advice at any time relating to Member's physical condition and Member's ability to use the Club's facilities. If Member has any medical concerns, Member agrees to discuss those concerns with Member's physician before using the Club's facilities.

**Governing Law.** This Agreement shall be interpreted, enforced and governed in all respects by the laws of the State of California applicable to instruments, persons, transactions, entities and subject matters, which have legal contracts and relationships solely within the State of California.

**Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain enforceable. The Club's failure to enforce any remedy or provision of this Agreement shall not be construed as a waiver of such remedy or provision.

**Entire Agreement.** This agreement constitutes the entire agreement between the parties. This agreement may be altered or amended only by a written instrument signed by both the Member and an authorized Club representative.

**Warning: Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.**

### **ON-HOLD POLICY:**

**Membership Hold.** You may request the Club- to inactivate your membership for a two to six month period. The Club in its sole and absolute discretion may approve your request if (a) your payments are current and (b) you pay a "Hold" fee. During the inactive period, you may not use any of the Club's facilities. You cannot inactivate your monthly membership during the first six months of your membership period, and you may inactivate your membership only once during each successive twelve month period thereafter.

### **REINSTATING A MEMBERSHIP:**

Members who terminate their membership in good standing may reinstate their membership for no additional fees with 30 days from effective termination. After 30 days, previous members must speak with the Club Manager for current pricing and dues.

### **CANCELLING A MEMBERSHIP:**

Memberships to be cancelled may incur a cancellation fee. Upon cancellation, the consumer shall be liable only for that portion of the total contract payment, including initiation fees and other charges however denominated, that has been available for use by the consumer, based upon a pro rata calculation over the term of the contract. The remaining portion of the contract payment shall be returned to the consumer by the health studio. To cancel your membership you must (1) send the required written request at least thirty (30) days in advance; (2) confirm the receipt of your request by an authorized Club staff member; AND (3) be current on all financial obligations. Once your membership is terminated, you will not have to pay further monthly dues and fees. The calculation for the cancellation fee is as follows:

**Paid in Full (PIF) Membership:** If more than five (5) business days have passed since Member joined the Club, then membership may be terminated at any time upon thirty (30) days written notice by Member to the Club and payment of the cancellation fee. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. The cancellation fee will be the difference between the member's dues and fees paid and that of what a M-M membership dues and fees would be for the same plan and time frame.

**Monthly (M-M) Membership:** If more than five (5) business days have passed since Member joined the Club, then monthly membership may be terminated it at any time upon thirty (30) days written notice by Member to the Club. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. No additional cancellation fee.

**Term Membership:** If more than five (5) business days have passed since Member joined the Club, then membership may be terminated it at any time upon thirty (30) days written notice

by Member to the Club and payment of the cancellation fee. Termination notice must be received at least thirty (30) days before Member's next EFT billing date to allow sufficient processing time. The cancellation fee will be the difference between the member's dues and fees paid and that of what a M-M membership dues and fees would be for the same plan and time frame.

### **Involuntary Termination:**

**Termination For Cause by Club.** Club may, at its option, terminate Member's membership if (1) Member fails to make timely payments under any payment plan, (2) Member fails to follow the Club's membership rules and regulations or this Agreement, or (3) Member's conduct is improper or harmful to the best interests of the Club or its members. Termination for cause is effective on the date the Club mails a written notice to Member's last known address. Member remains financially responsible for all dues and charges incurred until the date of termination.

**Termination Without Cause by Club.** The Club reserves the right to terminate Member's membership for any reason not identified in this Agreement and that is not prohibited by law. If the Club terminates Member's membership under this provision, the Club will mail written notice to Member and refund any unused prepaid dues. Member represents that he/she is in good physical condition and has no medical condition or impairment that might prevent Member from his/her intended use of the Club's facilities. Member acknowledges that the Club did not give Member any medical advice at any time relating to Member's physical condition and Member's ability to use the Club's facilities. If Member has any medical concerns, those concerns should be discussed with a physician before using the Club's facilities.

### **Termination on Closure or Move:**

If the Club cannot transfer your membership to another Millennium facility upon a permanent Club closure or move, this Agreement ends thirty (30) days later. You will not have to pay further monthly dues. The Club will refund any unused monthly amounts you prepaid. Any refund amount will be based on the current fees and monthly dues for your membership type.

### **Cancellation upon Death or Disability:**

If by reason of death or disability of the Member, Member is unable to receive all services for which Member has contracted, the Member and his/her estate shall be relieved from the obligation of making payment for such services other than those services received prior to death or the onset of disability. In the event Member has prepaid any sum for services, so much of such sum as is allocable to services the Member has not taken shall be promptly refunded to Member or his/her representative on request. "Disability" means a condition which prevents the Member from physically using the facilities, and the condition is verified by a physician.

### **Cancellation upon Relocation:**

If the Member moves further than 25 miles from the Club, and is unable to transfer this Membership to a comparable facility, Member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if Member has pre-paid any sum for services, so much of such sum as is allocable to services he or she has not taken will be refunded. Club reserves the right to charge a cancellation fee of \$100 if less than one-half of Member's contract term has expired, or, \$50 if more than one-half of Member's contract term has expired.

### **MILLENNIUM SPORTSCLUBS CONTACT INFORMATION:**

Website: [www.millenniumsportsclub.com](http://www.millenniumsportsclub.com)

If you have any questions or concerns you may contact the club directly.

**Salutary SportsClubs, Inc.** – Corporate Office

3442 Browns Valley Rd. #400

Vacaville, CA 95688

(707) 447-4800

(800) 481-8426

**Millennium SportsClub El Dorado**

4242 SportsClub Drive

Shingle Springs, CA 95682

(530) 677-5705

**Millennium SportsClub Merced**

350 E. Yosemite Blvd.

Merced, CA. 95340

(209) 722-3988

**Millennium SportsClub Rancho Solano**

3250 Rancho Solano Blvd.

Fairfield, CA 94534

(707) 438-2582

**Millennium SportsClub Vacaville**

3446 Browns Valley Road

Vacaville, CA 95688

(707) 447-2350

**Millennium SportsClub Vallejo**

124 Lincoln Road East

Vallejo, CA 94591

(707) 644-7788

**MILLENNIUM PHILOSOPHY:**

Millennium SportsClub is committed to providing health, fitness, sports, recreational and social programs that continually enhance the members' experience, making them feel welcome, comfortable and safe, while focusing on improving their quality of life, helping them achieve the fitness results they desire and creating an environment that fosters new friendships and life-long relationships. **Millennium SportsClub . . . "Where Members Are Family"**