

Terms & Conditions Sapphire 24 Fitness

OUR MISSION:

Sapphire 24 Fitness is a place where anyone can come and workout. We promote body positivity, healthy lifestyle, and sustainable change. Our facility will have one solid motto: be respectful of others. Strive for 1% change each day and let's get it!

Respect personal space of others and be mindful of time on equipment. If in between sets and resting allow for others to use equipment.

Wipe down equipment after use and return to designated areas.

Athletic shoes should be worn in facility, no heels, open toed shoes or sandals will be allowed on equipment. Clothing and shoes should be free of mud, debris, grease and any residue.

Sapphire24Fitness does not tolerate verbal or physical harassment of any member or team member for any reason. Violations by members may result in cancellation of membership.

All concerns for behavior should be reported to a Sapphire24Fitness team member.

Please do not leave items in the lockers for extended time periods. Lockers are intended for use while working out not overnight stays. Leave valuables at home, we are not responsible for any lost, stolen, or damaged property. Lockers are provided for members for use while at the club, free of charge, for convenience. We do recommend you use your own locks.

Sapphire 24 Fitness reserves the right to cut locks from lockers, examples of situations include but not limited to a member placing a lock on a locker that was already in use. A member failed to observe the policy that lockers can only be used while at the club and the items have been in the locker for more than 24 hours. Only authorized personnel are allowed to cut locks, all items will be removed from the locker and stored in our office until returned to rightful owner.

Sapphire 24 Fitness reserves the right to use photography and video of facility for marketing. Names of members will not be disclosed unless authorized.

We reserve the right to update or modify this policy at any time, without notice by posting a revised version of the policy on our website.

Your agreement to our terms and conditions does transfer to all memberships, add-ons and participation for the entirety of your affiliation with our facilities and use.

State and federal laws and regulations mandate that all service animals are permitted in the club and on the gym floor.

The service animal must be allowed access to all public areas.

If it is not obvious that the animal is a service animal, the staff may ask (1) is the service animal required because of a disability and/or (2) what work or task has the service animal been trained to perform.

The handler is responsible for caring for and supervising the service animal, which includes toileting, feeding, grooming, veterinary care, and ensuring the animal is under control.

If the member requires assistance, personal aides are allowed to be with the member in club.

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In general, a personal aide may assist- but may not work out with the member. However, the personal aide may work out if they have a Sapphire 24 Fitness membership in good standing.

The day fee is the fee a non-member guest pays for use of the gym for one day. The day fee allows potential members to try the facility before committing to a membership. The full amount of the day fee applies towards membership fees if the visitor joins that location within 30 days of the visit (valid receipt required)

Membership is open to anyone 13 years or older.

Members between the ages of 13 and 17 must have a parent or guardian present at the time of joining and during workouts.

Parent or legal guardian must sign the membership agreement and a legal waiver allowing the minor to use the club with his or her permission.

Members ages 13-17 must be accompanied by their parent or guardian. Parent must be a member.

Membership is for sign members use only. NO guests are permitted entrance with membership unless approved by staff, accounts created for member, and waivers signed.

Membership Cancellation:

To cancel your monthly membership and stop the billing of the monthly Membership Fee, the facility must receive written notification delivered to the club within 5 days of billing.

In order to cancel your membership prior to the billing of the Annual Membership Fee, the club requires written notice delivered no later than the 25th of the month before such billing. You can find your Annual Membership Fee date in your Member Agreement. The Annual Membership Fee is fully earned when received and is non-refundable. You must come into the facility during staff hours to cancel memberships.

Your wellness is important to us. Membership accounts may be frozen or put on a temporary 30 day holds. A team member will be able to assist you by putting your membership on hold for a determined length of time. Note that if your Annual Fee is scheduled within the freeze timeframe, it may be temporarily waived or rescheduled, at Sapphire24Fitness's discretion. If rescheduled, the Annual Fee payment will fall on the first of the month following your resumed monthly membership payment.

If your membership has a commitment end date, the length of your membership will be extended by the length of the membership freeze. If your membership is prepaid, the expiration date of your membership will be extended by the length of the freeze.

Returned checks

All returned checks will be charged a \$30 fee. After 3 returned checks, Sapphire 24 Fitness will no longer accept checks but will require cash or credit.

Sapphire 24 Fitness reserves the right to charge late fees for any overdue accounts, up to \$15 per 7 days. By signing our agreement, you agree to pay all accounts and fees associated with membership.

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MEMBERSHIP TERMS & CONDITIONS:

Memberships are non-refundable or transferable. Door entry and gym access shall not be shared with non-members, it is for singular member only.

All weights and equipment must be put back after use.

Photo ID cards must be carried and shown upon request.

Each member must respect other gym users and behave in an appropriate manner at all times. Sapphire 24 Fitness's staff reserve the right to rescind the rights of members not complying with the terms of this membership.

All members are required to wear appropriate clothing and footwear while in Sapphire 24 Fitness facility.

We ask all fitness club members to clean equipment after use.

No Food or drink (except water or drinks in approved containers) will be allowed in the exercise area of facility.

A gym maintenance payment of \$25 will apply to your account 90 days after the start of your membership. The maintenance payment of \$25 will apply annually thereafter.

Lost key fobs will require purchase of new at \$10.00/fob.

Membership is for sole use of member. NO guests are permitted unless approved by staff, accounts created, and waivers signed.

Release of Liability

The use of Sapphire 24 Fitness and facility naturally involves the risk of injury or death to you or your guest, whether you or someone else causes it. As such, you understand and voluntarily accept this risk and agree that Sapphire 24 Fitness will not be liable for any injury, including without limitation: personal, bodily or mental, death, economic or property loss, or guests/relatives. Furthermore, you understand and acknowledge that Sapphire 24 Fitness does not manufacture any of the fitness or other equipment at its facilities but purchases and/or leases equipment from third parties. As such, you understand and acknowledge that Sapphire 24 Fitness is providing recreational services and may not be held liable for defective products. By signing this agreement, it is understood that you represent you are in good physical condition and have no medical reason or impairment that might prevent you from intended use of the Sapphire 24 Fitness facilities. If there is any claim by anyone based on any injury, loss, or damage described in this section which involves you or your guest, you agree to: (1) defend Sapphire 24 Fitness against such claims and (2) indemnify Sapphire 24 Fitness for all liabilities to you, your spouse, guests, relatives, or anyone else resulting from such claims. Sapphire 24 Fitness is not liable to members or any guest for any personal property that is

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damaged, lost or stolen while in or around the studio premises including, but not limited to, any vehicles or its content or any property left in a locker. Any member or guest that causes any damage to the Sapphire 24 Fitness facilities will be liable to the Sapphire 24 Fitness for all costs of repair and/or replacement as determined by Sapphire 24 Fitness Management.

I understand that fitness classes may include, without limitation, stretching, across the floor combinations, dance routines in the center, strength training and other related activities. I further understand that all the activities of classes involve some degree of risk of strain, bodily injury or death. Sapphire 24 Fitness is not responsible for any personal property and is not liable for any injuries or death.