

## RULES & POLICIES

These Rules & Policies, as modified and amended from time-to-time (the “Rules & Policies”), are incorporated into and a part of the Client Intake Form, Membership Agreement and/or Package Holder Agreement with us (collectively referred to as the “Studio User Documents”), as applicable. Neither Ultimate Fitness Group, LLC, the franchisor of the Orangetheory® Fitness system and the entity who granted us contractual authority to independently own and operate our franchised location, nor any of its past, present, or future subsidiaries, successors, assigns, or affiliates, or their respective officers, directors, incorporators, members, partners, owners, agents, management, controlling parties, entities under common control, vendors, service providers, investors, attorneys, employees, or representatives is a party to the Studio User Documents or the Rules & Policies. Capitalized terms used but not defined in the Rules & Policies have the meanings given to them in the applicable Studio User Document.

Global Fitness Enterprises I is registered with the State of Florida as a Health Studio. Registration No. HS [11965.]

**8 Hour Class Cancellation Policy:** We enforce a strict 8-hour class cancellation policy. If you reserve a place in a class but fail to cancel 8 hours in advance and fail to show up for the class, you may forfeit a membership or package session **or**, if you have used your monthly membership or package sessions, you are not a member or package holder (i.e., you are a drop in user at the studio) or you are a Premier member, as applicable, your credit card on file may be charged the amount for an additional session consistent with the terms of the applicable Studio User Document. You may also be subject to an additional surcharge if such a surcharge is in place at the studio where you registered for a class.

**Late Arrival Policy:** We enforce a strict late arrival policy. If you are more than 5 minutes late for your class, you may not be permitted to enter the class and may forfeit a membership or package session or be charged for the class session as set forth above.

**Early Entry into Studio:** For the safety of all members and guests, you will not be permitted in the workout area unless a coach is present.

**Equipment Reservation Cards:** are available on a first-come, first-served basis and can be picked up no more than 30 minutes prior to the start of class. You may only pick up one card. No multiple card pickups for family/friends.

**Waitlist Procedure:** If you are a member or class package holder, you may add yourself, or request that a sales associate add you, to the waitlist of any normally scheduled class session. Being added to a waitlist, however, does not guarantee your entrance into a class. If you are on a waitlist for a class and a spot opens up at least 8 hours in advance of the class, you will be automatically added into the class. If you fail to show up for the class, you may forfeit a membership or package session or be charged for the session as set forth above. Please see a studio sales associate for more details regarding the waitlist sign-up process.

**Dress Code Policy:** We want you to come to class fully prepared for strenuous activity: enclosed running shoes, athletic shorts/pants, athletic top, towel, and water bottle. A sports bra is considered an appropriate athletic top for women. Franchisees reserve the right to refuse entrance to any client who is not properly attired or is wearing clothing that may be considered offensive to other members such as a t-shirt with vulgar, sexually suggestive, or racially offensive language or graphics. If you are refused entrance, you may forfeit a membership or package session or be charged for the session as set forth above.

**Children in the Studio:** Children under the age of 14 are not allowed in the studio at any time. Children ages 14-15 are permitted in the studio only if they are accompanied by a parent or legal guardian at all times, and the parent or legal guardian has first signed any required studio paperwork pertaining to such use. Children ages 16-17 are permitted in the studio and may work out without parental or legal guardian supervision or accompaniment, provided the parent or legal guardian has first signed any required studio paperwork pertaining to such use.

**Rules:** All rules and modifications to rules as provided and as posted in the studio or at [www.orangetheoryfitness.com](http://www.orangetheoryfitness.com) are part of your Studio User Documents, and you agree to comply with the same. If you fail to comply, your Studio User Documents may be terminated.

**Membership Freeze Policy:** You have the option to freeze your membership for a minimum of 30 days and a maximum of 60 days. You may freeze your membership up to 2 times per year (for a maximum of 120 days per year). You may not freeze your membership for more than 60 consecutive days.

**Suspend Fee:** During any freeze period, you will be charged a monthly suspend fee on the regular autopay (EFT) date based on the fee in place at the studio where you purchased your membership.

**National Reciprocity:** Unless otherwise noted, you may use your membership and package sessions or purchase additional sessions at any Orangetheory® Fitness studio in the United States; however, prices and sessions offered at each studio may vary and may require additional payments (i.e., a surcharge).

**Session Capacity:** Orangetheory® Fitness class sessions are limited in size and may reach capacity. Nothing in your Studio User Document guarantees your ability to attend class sessions that have reached capacity and for which you did not register in advance.

**OTbeat Heart Rate Monitor:** Orangetheory® Fitness system is a heart rate based, interval training fitness program. We strongly encourage you to purchase an OTbeat Heart Rate Monitor. Otherwise, we rent loaner monitors for a daily fee, which are available on a first come first serve basis, with first time guests of a studio having priority usage. If you borrow an OTbeat Heart Rate Monitor from a studio and you do not return it, your credit card on file may be charged the then current retail price of such monitor. Please see a studio sales associate for more details regarding OTbeat Heart Rate Monitors for sale and rent.

**Individual Member/Package Holder/Studio User (“Client”)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent/Guardian Signature (if Client is under 18)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Studio Staff Member**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_