

### **Membership Agreement**

By transacting with Lean Dog LLC (referred to as “Lean Dog Fitness”, “the Fitness Provider”, and “the Gym” interchangeably), I acknowledge that I (referred to as “the Client”) have read, understood, and agree to the following Membership Agreement (hereinafter referred to as the "Terms" or "Terms of Service”), and I am voluntarily becoming a client at Lean Dog Fitness.

If I am under the age of 18, I confirm that a parent or legal guardian has read and agreed to these Terms on my behalf and will assume all responsibility and risk associated with membership until I reach the age of 18, at which point my continued transactions with Lean Dog Fitness will constitute my agreement to the Terms.

### **Membership Cancellation**

All subscription memberships with Lean Dog Fitness have a twelve month minimum contract term, effective on the date the membership is purchased. During these twelve months, the client may only cancel their membership by paying a \$399 early cancellation fee.

At our sole discretion, Lean Dog Fitness may offer shorter contract lengths and/or discounted membership rates. These shorter contract lengths and/or discounted rates will be provided in writing and/or digital communication from Lean Dog Fitness to the Client.

After their contract term, the Client’s membership will continue automatically, until cancelled. Once their contract term has elapsed, the Client may cancel their membership in person, for any reason, at least 24 hours prior to their specified billing date.

Failure to cancel within the specified timeframe may result in the automatic charge for the next billing cycle, and the Client will be responsible for those charges.

The Client understands that it is their sole responsibility to notify the Gym’s staff in person that they wish to cancel or pause their subscription.

### **Likeness Permissions**

Lean Dog LLC has permission to use the Client’s likeness in a photograph and/or video in any and all publications and materials without payment or consideration made to the Client.

Photos and/or videos with the Client’s likeness taken by agents of the Fitness Provider will become the property of the Fitness Provider, and will not be returned.

The Client waives the right to review any photo or video or to obtain royalties from the photos and/or videos.



### **Management Reserved Rights**

Lean Dog Fitness reserves the right to modify or terminate any sessions, appointments, services, classes, programs, or facilities offered at the Gym without prior notice, for any reason.

The Gym also reserves the right to refuse or revoke membership or access to its facilities at its sole discretion, for any reason.

### **Billing**

All payments made to Lean Dog LLC are non-refundable. Discounts and additional complimentary weeks of training may be offered at the sole discretion of the Fitness Provider. Discounts and promotional offers may be honored or denied for any reason at the sole discretion of the Fitness provider.

No refunds will be given, for partially used membership, unused membership, or times when the Client is unable or unwilling to physically appear at the Gym, for any reason.

### **Subscription Memberships**

Clients with a subscription membership will see their membership renew automatically at the end of each billing cycle, unless a pause or cancellation is granted. Membership will continue indefinitely, until cancelled.

### **Prepaid Memberships**

If the Client has prepaid for their membership, then the Client's access to Lean Dog Fitness facilities and services will expire at the end of the prepaid period or once all sessions that have been paid for have been completed, whichever comes first.

### **Booking Sessions**

Clients of Lean Dog Fitness have the privilege of booking their sessions in advance based on the duration of their paid membership. For instance, if a client holds a subscription membership billed on a weekly basis, they may reserve sessions up to one week in advance. It is important to note that session availability is subject to the Fitness Provider's availability, hours, and equipment.

While Lean Dog Fitness strives to accommodate walk-in requests for sessions, we cannot guarantee availability for on-demand sessions.

### **Transference**

Membership and unused sessions can be transferred from the Client to another member of Lean Dog Fitness, at the request of the Client and the person receiving their membership or session. Transfer requests must be made in person, and may be granted at the Fitness Provider's discretion.

### **Session Cancellation and Expiration Policy**



The Client may reschedule or their session up to six hours prior to their session, without penalty or loss of their session.

Sessions to which the Client is more than 5 minutes late are considered redeemed. Sessions which the Client does not show up for are considered redeemed.

Sessions purchased individually expire one month after purchase. Sessions acquired via subscription expire at the end of that subscription billing period, and do not roll over or “bank.” Sessions that are unused at time of expiration are void.

### **Rate Changes**

The Fitness Provider, Lean Dog Fitness, reserves the right to modify membership billing rates. In the event of a rate change, Lean Dog Fitness will provide one billing cycle's worth of advance notice (for example, a client on a weekly subscription will receive notice one week prior to the membership billing rates taking effect).

This notice will be communicated to members through written or electronic means, such as email or SMS.

By continuing to maintain an active membership after receiving the notice, the Client agrees to accept the new billing rates.

Members are responsible for ensuring that their contact information is up to date and accurate to receive such notifications.

### **Membership Pauses**

The Client may pause their membership for up to 4 consecutive weeks in one calendar year. No fees shall be charged per freeze request.

The Client understands that a pause is effective only if 1 day prior notice is given to the Fitness Provider in person before the freeze is to take effect.

The pause request must state both the pause start date and resume date, or may run indefinitely. Any pause that is not confirmed by an employee of the Fitness Provider shall not be recognized as valid.

Once the Client resumes any usage of the gym, the pause will terminate. The Client's paid membership will continue charging after their pause ends.

The Fitness Provider may sell me additional pauses at their sole discretion, which will be bound by the terms they specify.

### **Results Guarantee**

The Fitness Provider guarantees it will make a good faith effort to get the Client to their desired goal in a timeframe the Fitness Provider deems reasonable.



At the Fitness Provider's sole discretion, the Gym may provide up to 4 complimentary weeks of training if the Client is unable to meet their target goal in the timeframe specified by the Fitness Provider.

### **Facility Use**

Members have access to Lean Dog Fitness facilities during regular operating hours, subject to any schedule modifications made at the discretion of Lean Dog Fitness.

Members are given access to the fitness equipment at the Gym's discretion, and during sessions booked via the Fitness Provider's team, web service, or mobile application.

Guests and family of members are permitted to visit Lean Dog Fitness' facility, but they may not utilize any equipment unless they create an account and agree to the Gym's Liability Waiver and Arbitration Agreement.

### **Member Conduct**

Members are expected to adhere to a code of conduct that promotes a positive and respectful environment for all individuals within the gym premises. This includes following gym policies, treating staff and fellow members with respect, and maintaining cleanliness and hygiene.

Members are required to use gym equipment in a responsible and safe manner, following any instructions or guidelines provided by Lean Dog Fitness team members.

Members who regularly cancel their sessions on short notice, do not show up for their sessions, or who consistently reschedule on short notice, may lose their pre-booking privileges.

### **Exemptions and Partial Void**

Lean Dog Fitness, as the Fitness Provider, reserves the right to provide exemptions or make exceptions to any of the membership terms outlined in this agreement on a case-by-case basis. Granting an exemption to one provision of this agreement does not constitute a voiding of the entire agreement, and all other terms and conditions shall remain in full effect.

Any exemptions granted by Lean Dog Fitness shall be communicated in writing and agreed upon by both parties. The existence of exemptions to certain provisions does not establish a precedent or waive the Fitness Provider's right to enforce the remaining terms of the membership agreement.

### **Software and Data**

We reserve the right to create multiple accounts for the Client on various third party platforms in order to provide our service. These accounts are primarily intended for our trainers to track client progression and are required to utilize our exercise hardware. It is important to note that these accounts are subject to separate terms of service, which may include specific guidelines and policies. By using these accounts, users agree to



abide by the terms and conditions outlined in the respective terms of service governing those accounts. These additional terms ensure proper usage, protection of user data, and adherence to relevant privacy and security measures. We encourage users to review and familiarize themselves with the terms of service associated with these accounts for a comprehensive understanding of their rights and responsibilities.

### **Dispute Resolution**

In the event of a dispute between the client and the Fitness Provider, the initial step towards resolution shall involve a conversation between the client and a manager at Lean Dog Fitness. Both parties will engage in a good faith effort to address and resolve the issue through open communication and negotiation. If, despite these efforts, a satisfactory resolution cannot be reached, the dispute resolution process outlined in the Liability and Arbitration Agreement, which all clients must sign as a precondition to working out at Lean Dog Fitness, will be followed. This agreement stipulates that disputes will be resolved through binding arbitration, providing a fair and efficient method for settling any unresolved matters outside of court. This Arbitration Agreement is provided below, for reference and to reiterate the Client's agreement to resolve disputes with the Fitness Provider through arbitration.

### **Confidentiality for Dispute Resolution**

The arbitration proceeding shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard each party's confidential information. Except as required by law, no party shall make (or instruct the arbitrator to make) any public announcement with respect to the proceedings or decision of the arbitrator without prior written consent of each other party. The existence of any dispute submitted to arbitration, and the award, shall be kept in confidence by the Client, the Fitness Provider, and the arbitrator, except as required in connection with the enforcement of such award or as otherwise required by applicable law.

### **Arbitration Agreement**

THIS SECTION IS EXTREMELY IMPORTANT. YOU ARE WAIVING CERTAIN RIGHTS. PLEASE READ IT CAREFULLY BEFORE ADDING YOUR INITIALS.

To the fullest extent permitted by law, all disputes (hereafter "Arbitrable Claims") between the Client (including Client's attorneys, successors, and assigns) and Fitness Provider (including Fitness Provider's affiliates, shareholders, directors, officers, supervisors, managers, employees, agents, successors, attorneys, and assigns) shall be resolved by binding Arbitration.

All persons and entities specified in the preceding sentence (other than the Client and Fitness Provider) shall be considered third-party beneficiaries of the rights and obligations created by this Agreement. Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable workers' compensation law and unemployment insurance claims. By

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way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising of negligence, harassment, breach of contract, breach of the covenant of good faith and fair dealing, or intentional: a) infliction of emotional distress; b) misrepresentation; c) interference with contract; or d) prospective economic advantage, defamation, invasion of privacy, and claims related to disability.

To ensure the rapid and economical resolution of disputes in connection with the Fitness Services, the Client and Fitness Provider agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the Fitness Services, and/or the termination of your membership with the Fitness Provider, will be resolved, to the fullest extent permitted by law by final, binding and confidential arbitration in Las Vegas, Nevada conducted by the Judicial Arbitration and Mediation Services / Endispute, Inc. ("JAMS"), or its successors, under the then current rules of JAMS for employment disputes; provided that:

1. The arbitrator shall have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and
2. The arbitrator shall issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award; and
3. Both the Client and the Fitness Provider shall be entitled to all rights and remedies that you or the Fitness Provider would be entitled to pursue in a court of law; and
4. The prevailing party shall be awarded all costs and expenses of the proceeding, including, but not limited to, attorneys' fees, filing and service fees, witness fees, and arbitrators' fees. If arbitration is commenced, the arbitrator will have full authority and complete discretion to determine the "prevailing party" and the amount of costs and expenses to be awarded. Nothing in this Agreement is intended to prevent either you or the Fitness Provider from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.