



Crunch Northwest, LLC (“Crunch Northwest”) Membership Terms and Agreement

CRUNCH NORTHWEST, LLC (“Crunch Northwest”) IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH, LLC TO USE THE CRUNCH MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS THE OWNER OF THIS CRUNCH FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH, LLC NOR ANY RELATED ENTITY IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS CRUNCH NORTHWEST IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.

Crunch Northwest, LLC would like to keep you updated on club announcements! By checking this box, you agree to receive automatically dialed text messages, including marketing messages, from Crunch Northwest, LLC at the phone number(s) you have listed above. You are not required to agree to receive these messages as a condition of becoming a member or purchasing any property, goods, or services. Message and data rates may apply. You hereby confirm that checking this box creates an electronic signature with the same effect as a handwritten signature. You can opt out at any time by responding STOP to any text message you receive from Crunch Northwest, LLC.

Annual Fee: Crunch Northwest, LLC would like to keep you updated on club announcements! By checking this box, you agree to receive automatically dialed text messages, including marketing messages, from Crunch Northwest, LLC at the phone number(s) you have listed above. You are not required to agree to receive these messages as a condition of becoming a member or purchasing any property, goods, or services. Message and data rates may apply. You hereby confirm that checking this box creates an electronic signature with the same effect as a handwritten signature. You can opt out at any time by responding STOP to any text message you receive from Crunch Northwest, LLC.

Payment Authorization: As the owner of the account above, I authorize Crunch Northwest, LLC to charge my credit card account listed above, or to debit my deposit account listed above by Electronic Funds Transfer (“EFT”) or by debit card, for all applicable fees incurred in connection with my Crunch membership, including but not limited to Monthly dues, Annual Fee, Member Day Fee (s), Group Fitness late / no show fees and incidental charges. Crunch Northwest, LLC shall notify me by email at least ten (10) days before each Member Day Fee payment or non-scheduled incidental charge or other charge is deducted from my account by EFT, if applicable. By signing below, I agree to such electronic delivery of notices. Furthermore, I understand that my ongoing consent to receive such notices in an electronic format is voluntary and may be revoked at any time by contacting Crunch Northwest, LLC. If there is any change in my account information for this payment authorization, I will promptly notify Crunch Northwest, LLC in writing or update my account information on the Crunch website member portal. This EFT authorization remains in full effect until my Crunch membership expires or my Crunch Membership Agreement has been cancelled pursuant to the terms thereof.

BUYER'S RIGHT TO CANCEL:

If you wish to cancel this contract, without penalty, you may cancel it by delivering or mailing a written notice to the health spa. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign the contract. The notice must be mailed to Crunch Northwest Attn: Member Services, Old Chelsea Station, PO Box 1918, New York, NY 10011, via email from an email

address on file or hand deliver to the club facility. Crunch email crunchms@crunch.com. If you cancel within the three days, the health spa will return to you within 15 days all amounts you have paid.

If, by reason of death or disability, you are unable to receive all of the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum is allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative. For the purpose of this provision "disability" means a condition which precludes you from physically using the facilities. Your disability must be confirmed in writing by a physician.

You may cancel this contract and receive a prorated refund of the contract price if the contracting business location of the health spa goes out of business, moves its facility more than 5 driving miles from the business location designated in this contract, if a facility, construction or improvement is not completed by the date represented in the contract, or if the health spa materially changes the services promised as part of the initial contract. Notice of cancellation must be in writing and delivered or mailed to the health spa. The refund provided for by this provision should be computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of the health spa shall not be deemed out of business when temporarily closed for repair and renovation of the premises: a: Upon sale, for not more than 14 consecutive days; or b: during ownership for not more than 7 consecutive days and not more than two periods of 7 consecutive days in any calendar year. I certify that I have read the entire Agreement and understand the terms of this Agreement. I agree to abide by such terms and acknowledge receipt of a true copy of this Agreement.

By Member's and/or Buyer's execution of a Membership Agreement with Crunch Northwest, LLC (the "Agreement"), the Member agrees to the following Terms and Conditions ("Terms and Conditions"), including without limitation the arbitration provisions set forth in Section 3.21:

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

(1) MEMBERSHIP PAYMENT AND TERMS

(1.1) Description of Services. This is a club membership agreement and not an optional services agreement such as personal training, which is a separate agreement. This club membership agreement entitles Member to access the facility designated above during business hours. This club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It also provides Member access to certain exercise classes if available at the facility and included in your selected membership type. As a result of a national governmental order or health and safety restrictions, which prohibit or limit the use of some or all of the inside facility services, certain activities and services may be conducted outdoors.

(1.2) Rules, Regulations and Schedules. Member agrees to abide by the rules, regulations and schedules of Crunch Northwest, which may be posted at the facility, sent by email to Member's email address on file with Crunch Northwest, or issued orally, and which may be amended from time to time at Crunch Northwest's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges. At the sole discretion of Crunch Northwest, a Member's membership may be revoked or suspended at any time if in the judgment of Crunch Northwest: (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Crunch Northwest or any of Crunch Northwest's Members, (c) Member has instituted any type of legal action against Crunch Northwest, including but not limited to civil actions, arbitrations and/or mediations, and/or (d) Crunch Northwest has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member. Nothing in this Agreement shall be construed as waiving the Member's right to make any statement regarding Crunch Northwest.

(1.3) Member's Obligation. Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use Crunch Northwest's facilities. Dues are for the period stated in the Agreement.

(1.4) Initiation Fee. There may be a one-time initiation fee which Member and/or Buyer shall be required to pay upon execution of the agreement and acceptance of these Terms and Conditions with Crunch Northwest or as otherwise agreed to by Crunch Northwest. This fee will change from time to time at Crunch Northwest's discretion. This fee is nonrefundable. Resignation from Crunch Northwest shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the Membership has not terminated or expired.

(1.5) Monthly Dues, Annual Fee and other Fees. Member or Buyer shall pay, in advance, monthly Membership dues as set forth in the agreement. Crunch Northwest may adjust the monthly Membership dues and Annual Fee upon giving Members thirty (30) days' prior notice, posted in a Crunch Northwest facility sent by email to Member's email address on file with Crunch Northwest, and/or sent by mail to Member or Buyer. Member or Buyer shall pay an Annual Fee as set forth above in the Recurring Charges section. Crunch Northwest has the right to add to the monthly Membership dues any tax imposed by the government.

(1.6) Form of Payment. Monthly Dues, Annual Fee, Member Day Fee (s), Group Fitness late / no show fees and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member's checking account, savings account, credit card account or debit card account. Members must authorize payments to be made through a third party administered electronic funds transfer system. Members maintain full control and privacy over their accounts at all times, and the transfer of funds affects only those fees that have prior authorization of the Member. The transfer will take place automatically once every month unless Crunch Northwest notifies the Member otherwise by giving Members thirty (30) days' prior notice, posted in a Crunch Northwest facility, sent by email to Member's email address on file with Crunch Northwest, and/or sent by mail to Member or Buyer. If Crunch Northwest does not collect Member's monthly dues using the form of payment provided by the Member, then Crunch Northwest may continue attempting to collect Member's monthly dues, plus any applicable fees, using the form of payment provided by the Member.

(1.7) Payment Authorization and Disclosures. PLEASE READ CAREFULLY. Monthly dues and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member's or Buyer's checking account, savings account, credit card account, or debit card account designated in this Agreement. Members or Buyers must authorize payments to be made through a third party administered electronic funds transfer system. Members or Buyers maintain full control and privacy over their accounts at all times, and the transfer of the funds affects only those fees that have prior authorization of the Member or Buyer. The transfer will take place automatically once every month unless Crunch Northwest notifies the Member or Buyer otherwise

by giving Members thirty (30) days' prior notice, posted in a Crunch Northwest facility, sent by email to Member's email address on file with Crunch Northwest, and/or sent by mail to Member or Buyer.

References to "I" in this Section 1.7 refer to the Member or Buyer. The authorization in this Section 1.7 applies to the account designated on the front of this Agreement or an updated account provided by Member or Buyer (the "Designated Account"). The Dues, Fees and Charges reflected in the Monthly Amount Due on the front of this Agreement will be transferred from or charged to the Designated Account each month unless Crunch Northwest notifies the Member or Buyer otherwise by giving Members thirty (30) days' prior notice, posted in a Crunch Northwest facility, sent by email to Member's email address on file with Crunch Northwest, and/or sent by mail to Member or Buyer. These are "Scheduled Payments."

(a) **Authorization for Payments by Credit Card.** I authorize Crunch Northwest to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Crunch Northwest to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due.

(b) **Authorization for Payments by EFT.** I authorize Crunch Northwest to charge the Designated Account for the purpose of paying the Total Due Now and for making Scheduled Payments (if applicable). I also authorize Crunch Northwest to charge the Designated Account for all other Dues, Fees and Charges listed on the front of this Agreement as and when such Dues, Fees and Charges are due.

(c) **How to Revoke this Authorization.** This authorization will remain in full force and effect during the term of this Membership Agreement, unless I revoke it. I understand that I may revoke this authorization at any time by notifying Crunch Northwest at the club facility or by email to crunchms@crunch.com. Note: The revocation will only be effective as to transfers that are scheduled to occur at least thirty (30) business days after Crunch Northwest receives the notice. If the revocation cannot be processed prior to the scheduled date of the charge or transfer, Crunch Northwest shall refund the debited amount. Revocation of this authorization, or my stopping any payment, does not relieve me of my obligation to pay amounts due to Crunch Northwest under this Membership Agreement, and I will remain liable for such amounts until they are paid in full.

(d) **Compliance with Designated Account Agreement.** I certify that I am authorized under the terms of my agreement (the "Designated Account Agreement") with the financial institution that holds the Designated Account (the "Financial Institution") to use the Designated Account for payments to Crunch Northwest. I further certify that all statements made by me to Crunch Northwest in connection with the Designated Account are true and correct to the best of my knowledge. I understand that any failure by the Financial Institution to pay any charge in full does not release me from any liability for any obligations owing to Crunch Northwest. I agree to comply with the terms of the Designated Account Agreement at all times while this authorization is in effect.

(1.8) Dishonored Check or Credit Card. If any check, account debit, or credit card charge payable to Crunch Northwest by Member and/or Buyer is returned, rejected or dishonored, Crunch Northwest management, or any third party on its behalf, as applicable, shall, in each instance, to the extent permitted by law, (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection, and (b) charge such other fees as may be permitted by applicable law.

(1.9) Limited Memberships. Memberships may be limited so that Members may have reasonable access to Crunch Northwest facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; limited services as a result of a national governmental order or health and safety restrictions which prohibit or limit the use of some or all of Crunch Northwest's services; or that Members may not always be able to attend preferred exercise classes, if any. The availability of classes and equipment are subject to demand and health and safety restrictions, and are available on a first-come first-served basis.

(1.10) Unpaid Balances. All balances owed by Member and/or Buyer that are in arrears are subject to monthly service charges of \$5 per month in arrears. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services may result in suspension of membership privileges. Members and/or Buyer shall be obligated to pay any cost incurred by Crunch Northwest for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight on the anniversary date of the annual membership or Member's privileges to use Crunch Northwest facilities may be suspended and a new initiation fee will be required.

(1.11) Membership Term. The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by Crunch Northwest or any prepaid period, is the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

(1.12) Cancellation of Membership. To cancel any membership before the completion of the original term, Member must follow the procedures set forth below of these Terms and Conditions.

(1.12.1) Member has three (3) business days to cancel the Agreement from date of purchase. To cancel this agreement, mail a letter to the following address: Crunch Northwest Attn: Member Services, Old Chelsea Station, PO Box 1918, New York, NY 10011, email crunchms@crunch.com or hand deliver to the club facility. It is recommended that (you) Member send (your) Member's cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that (you) Member did cancel. If Member hand delivers Member's cancellation to a Crunch Northwest facility, Member should be sure to receive a signed statement from a Crunch Northwest employee acknowledging Members' cancellation. To be effective, Member's cancellation must be either postmarked by midnight, or hand delivered by midnight on the third (3rd) business day after the contract was signed, and must include all contract forms, membership cards, and any and all other documents and evidence of membership previously delivered to Member.

(1.12.2) Death or Disability. You may cancel this contract if you should die or become physically unable to avail yourself or a substantial portion of the services which you used from the commencement of the contract until the time of disability and receive a refund of funds paid or accepted in payment of the contract in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. You or your estate must provide proof of your death or disability. A written certification from your physician must be provided to the health club to establish your physical disability.

(1.12.3) Close of Facility and/or Move. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event that the Crunch Northwest facility at which the Agreement is entered into permanently ceases operation and fails to offer an alternate location, substantially similar, within five (5) miles. You may cancel this contract and receive a prorated refund of the contract price if the contracting business location of the health spa goes out of business, or moves its facility more than 5 driving miles from the business location designated in this contract and fails to provide, within 30 days, a facility of equal quality located within 5 driving miles of the business location designated in this contract at no additional cost to you. Notice of cancellation must be in writing and delivered or mailed to the health club. The refund provided for by this provision shall be computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. The business location of the health club shall not be deemed out of business when temporarily closed for repair and renovation of the premises: a. upon sale, for not more than 14 consecutive days; or b. during ownership for not more than 7

consecutive days and not more than two periods of 7 consecutive days in any calendar year.

(1.12.4) New Facility. You may cancel the contract and receive a pro rata refund if the health club fails to provide the specific facilities advertised or offered in writing by the time indicated. Health spa services shall provide that performance of the agreed upon services will begin within six months after the date the contract is entered into.

(1.12.5) Relocation. Member may cancel this Agreement if they can provide proof that Member is permanently moving more than twenty-five (25) miles away from any Crunch Northwest facility. Proof such as utility bill, lease agreement, driver's license, military orders or any other document that could validate such proof will be accepted. Should you move farther than 25 miles from the club and be unable to transfer this membership to a comparable facility, you shall be relieved from your obligation of making payment for services other than those received prior to your move, and if you prepaid any sum for services other than those received prior to your move, so much of such sum as is allocable to services you have not received shall be promptly refunded. Notwithstanding the above you will be charged an administrative fee of \$25 if you cancel this Agreement.

(1.12.6) Material Changes in Services. Member may cancel this Agreement if the health club materially changes the health spa services promised as part of the initial contract. Notwithstanding the foregoing, in the event that there is a material reduction in services as a result of a governmental order or health and safety restrictions which prohibit or limit the use of some or all of the gym's services, Crunch Northwest reserves the right to adjust monthly dues upon giving Members thirty (30) days prior notice, posted in a Crunch Northwest facility, sent by email to Member's email address on file with Crunch Northwest, and/or sent by mail to Member or Buyer, and continue the membership with a reduced level of services.

(1.12.7) Written Requests. Memberships cannot be cancelled by phone or verbal conversation. Cancellation requests will only be honored if sent in writing or filled out at a Crunch Northwest facility. All paperwork is deemed a request until a Crunch Northwest employee can validate paperwork and approve such cancellation. A cancellation that has been denied will be sent in writing back to Member along with reason of denial or instructions for acceptance and refund.

(1.12.8) OTHER.

(1.12.8.1) To cancel a Member's monthly payment membership after completing the original term, Member must: (1) complete a Request for Cancellation Form at least thirty (30) days prior to the next bill date to Crunch Northwest; (2) relinquish Membership Card; and (3) pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. Such request for cancellation shall be sent (a) by U.S. mail to Crunch Northwest Attn: Member Services, Old Chelsea Station, PO Box 1918, New York, NY 10011, email crunchms@crunch.com or (b) by hand to the manager at your Crunch Northwest facility. Cancelling members will receive temporary authorization, providing access to the club through the termination date. No further charges will be incurred if last month's dues was paid at the execution of this Agreement. The termination will be effective at the end of the Paid Period, and you may continue to use the facility during the Paid Period. Crunch Northwest shall not charge your credit card or initiate any EFT payments which are scheduled to occur more than thirty (30) days after the termination notice is received by Crunch Northwest. If the termination cannot be processed prior to the scheduled date of the charge or transfer, Crunch Northwest shall refund the debited amount.

(1.13) Refunds. Refunds, if applicable, shall be made within fifteen (15) days of receipt of notice of cancellation.

(1.14) Change of Membership Type. Any membership can be changed by buying a new membership at the standard price and cancelling the previous membership.

(1.15) Freeze Policy. (a) Medical: If Member is medically unable to use Crunch Northwest facilities, Member may request a freeze of his or her membership in monthly increments for a minimum of 1 month and a maximum of 6 months per year. Members must provide a doctor's note at the time of requesting a freeze. Crunch Northwest reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical: If a Member desires to freeze his or her account for a non-medical reason, Member should consult with Member's Crunch Northwest facility. All requests must be received at least ten (10) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

(1.16) Buyer's Indemnity. Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Crunch Northwest, Crunch, LLC, and their affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all Crunch Northwest facilities.

(2) MEMBER RISK. Member and Member's guests shall hold Crunch Northwest Crunch, LLC and their affiliates, agents and employees harmless from any illness, loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a Crunch Northwest facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of Crunch Northwest, its affiliates, agents or employees.

(2.1) Member's Health Warranty. Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, known or obvious symptoms or risks factors for a highly communicable disease (i.e. COVID-19), or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a Crunch Northwest facility and shall indemnify Crunch Northwest, Crunch, LLC, and their affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, respiratory ailments or impairments, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

(2.2) Medical Disclaimer. Member has been informed and acknowledges that Crunch Northwest has made no claims as to medical results that can or may be obtained through use of any Crunch Northwest facility and cannot and does not warrant that such facility is free from communicable diseases. Crunch Northwest has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member is instructed not to act on the advice given by any Crunch Northwest employee unless such advice has been verified by Member's licensed professional physician. Member represents that there is no medical or physical conditions or known symptoms or risk factors that would preclude the use of Crunch Northwest's facilities and each Member further represents that he or she has not been instructed by any physician not to use Crunch Northwest's facility or any similar facility.

(2.3) Orientation. Member is strongly encouraged to take advantage of the complimentary initial orientation and ongoing support available to ensure safe and proper use of all equipment.

(2.4) Activity Risk. Any strenuous athletic or physical activity involves certain risks. Use of public facilities may increase the risk of transmission of communicable diseases. Member and Member's guests assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold Crunch Northwest harmless, discharge and absolve Crunch Northwest, its agents and employees from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of Crunch Northwest, its affiliates, agents or employees.

(2.5) Loss of Property. Members and Member's guests are urged not to bring valuables onto the premises of a Crunch Northwest facility. Crunch Northwest shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities, items left in lockers, or jewelry of Member or Member's guests.

(3) GENERAL PROVISIONS

(3.1) Members and Guests Rules. Members and Member's guests shall abide by Crunch Northwest's rules and regulations and any amendments and/or modifications thereto which may be reasonably made from time to time by Crunch Northwest at Crunch Northwest's sole discretion.

(3.2) Proof of Membership. Member shall receive one membership card (included with Member's membership) (the "Membership Card") from Crunch Northwest and must present it to the reception desk personnel each time Member enters a Crunch Northwest facility. Lost membership cards will be replaced for a fee of five dollars (\$5), which may be adjusted from time to time. The card must be replaced if lost. Member is required to notify Crunch Northwest immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use Crunch Northwest's facilities without his or her Membership Card will be required to provide proof of identity (e.g. valid driver's license, etc.).

(3.3) Day Lockers. Lockers may be provided solely for the benefit and convenience of Crunch Northwest's members. Crunch Northwest will remove any articles left in a locker overnight. Member must provide his or her own lock and should not leave any valuables in his or her locker.

(3.4) Pets and Bicycles. Pets (not including service animals) and bicycles are not permitted in or around a Crunch Northwest facility.

(3.5) Dress Code. Proper athletic attire is required. Crunch Northwest reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

(3.6) Protective Eyewear. Racquet sports players are required to wear eye protection on the courts.

(3.7) Third Party Services. From time to time, Crunch Northwest may make the services of third party providers available to Member or Member's guests. Crunch Northwest does not warrant the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time. Crunch Northwest will only provide the third party provider Member or Member's guest data in order to enable the delivery of these services and will not sell Member or Member's guest data needed to enhance Member or Member's guest's services, accordingly.

(3.8) Member Guests. Member's guests are permitted in Crunch Northwest, but only pursuant to such rules, regulations, fees, schedules for guests as then may be in effect. Crunch Northwest reserves the right to limit the number of times any one guest can use a Crunch Northwest facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of Crunch Northwest, would be detrimental to Crunch Northwest or any of its members. All Member's guests must register at the front desk with valid identification.

(3.9) Reciprocity and Use Privileges. "PEAK" memberships allow access only to other designated franchised Crunch clubs up to 10 times per month. In the event Member primarily uses on a regular basis a Crunch Fitness location other than Member's home club, Member may be asked to transfer Member's membership to the more frequently visited club.

(3.10) Spotting. Crunch Northwest recommends to all Members and to all Member's guests, spotting by another member or Crunch Northwest's trainer when using any free weights.

(3.11) Change in Membership Information. Member must promptly notify Crunch Northwest in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from Crunch Northwest to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with Crunch Northwest at the time of the mailing.

(3.12) Smoking. Smoking is prohibited at all times in all Crunch Northwest facilities.

(3.13) Change in Facilities and Operating Hours. As a result of repair, maintenance or special occasions, or due to health and safety reasons, Crunch Northwest may be required to restrict the use or temporarily close one or more Crunch Northwest facilities or halt a Crunch Northwest activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. Crunch Northwest's hours of operation may be modified from time to time without prior notice to Member. Crunch Northwest reserves the right to change the facility from time to time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at Crunch Northwest's sole discretion.

(3.14) Special Events. Crunch Northwest may from time to time reserve the use of its facilities for special events, competitions and private functions.

(3.15) Closing of Crunch Northwest Facility. It is anticipated that a part of the facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place or for health and safety reasons. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off-hours or summer months. Crunch Northwest may be closed for holidays, and may be closed for two weeks in the summer for renovations. Crunch Northwest may also offer members the use of other conveniently located Crunch Northwest facilities during the period of unavailability.

(3.16) Interruption of Services. In case of a long-term interruption of service (e.g. fire, state local or national governmental order or health and safety restrictions which prohibit or limit the use of some or all of the services, or other circumstances that restrict use of some or all services or make provision of services unadvisable), Crunch Northwest reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar Crunch Northwest facility within a five-mile radius where available; or (c) provide goods and services of equal or greater value as solely determined by Crunch Northwest to make up the lost services. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of a Crunch Northwest facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a Crunch Northwest facility cannot reopen within one year of the interruption of service.

(3.17) Non-Discrimination. Crunch Northwest represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for memberships. The minimum age for a Crunch Northwest membership is eighteen (18), unless parental permission and Crunch Northwest's consent is given and approved by Crunch Northwest at Crunch Northwest's sole discretion.

(3.18) Children's Use. All children under eighteen (18) years of age must be accompanied by such child's parent or guardian at all times within a Crunch Northwest facility unless: (i) they are in a supervised activity, or (ii) they are sixteen (16) years of age and over, with parental permission and approval by Crunch Northwest (at Crunch Northwest's sole discretion) received by the facility. Some children's programs require fees to be paid in advance. Crunch Northwest reserves the right to discontinue use by any child who is unsupervised, or whose behavior is offensive or disruptive.

(3.19) Group Exercise Policies. Each class is limited to a set number of participants and social distancing policies that may apply. Members should not enter a class late without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If Member is just starting a group fitness program or has an injury, is pregnant, or has a problem that may prevent full participation, please discuss this with the group fitness

instructor at least five (5) minutes before class. Proper clothing and footwear must be worn in all group fitness classes. Crunch Northwest reserves the right to change the group fitness schedule at any time including the addition or deletion of classes, as well as changes in instructors, class times and length of classes, and move a class outside of the gym for health and safety reasons. Crunch Northwest reserves the right to change group fitness policies when necessary and require advanced reservations for heavily attended classes. Reservations may be released within five (5) minutes prior to the scheduled class time and Member may enter on a walk-in basis provided there are openings in the class. Member's attending a class shall, in addition to the Terms and Conditions, follow any rules promulgated by such class' instructors.

(3.20) Personal Training. In addition to these Terms and Conditions, any and all personal training provided by Crunch Northwest shall be pursuant to any additional terms and conditions set forth in a separate personal training contract entered into by a Member and Crunch Northwest. Use of personal trainers not approved by Crunch Northwest is prohibited at all Crunch Northwest facilities. Member may not train other members or guests, conduct business activity or solicit any business at any Crunch Northwest facility. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by a Member or guest for such services.

(3.21) Dispute Resolution and Arbitration. At the election of either the Member or Buyer ("you") or Crunch Northwest, including Crunch Northwest's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, "The Company" or "We"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or The Company against the other, arising from or relating in any way to (i) this Agreement, (ii) your membership or use of The Company facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules, including directions on how to initiate a claim, may be obtained from the AAA website at www.adr.org or by contacting The Company. The above notwithstanding, any Claim that relates to allegations of Member's or Buyer's personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims.

ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.

OPT-OUT. YOU MAY OPT-OUT OF ARBITRATION BY NOTIFYING THE COMPANY IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH THE COMPANY BY ARBITRATION. SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO CRUNCH NORTHWEST ATTN: MEMBER SERVICES, OLD CHELSEA STATION, PO BOX 1918, NEW YORK, NY 10011 WITHIN 30 DAYS OF THE DATE YOU SIGNED THIS AGREEMENT.

Alternatively, you and The Company may pursue a Claim within the jurisdiction of any appropriate Small Claims Court, or the equivalent court in your home jurisdiction (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and The Company also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

All Claims, whether brought in arbitration or in court, will be barred unless the proceeding is commenced within 2 years from the date the complaining party knew or should have known of the facts giving rise to the Claim.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state where you reside and, as applicable, federal law.

Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where you live.

The Company will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against The Company, The Company will reimburse you for any fees paid to the AAA or the arbitrator in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask The Company to do so in your stead, The Company will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your membership, including your payment in full, and your filing of bankruptcy.

(3.22) Entire Agreement. The Agreement, these Terms and Conditions, and all rules and regulations of Crunch Northwest, as revised from time to time, constitute the entire and exclusive agreement between Crunch Northwest and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. The Agreement may be modified only by an instrument in writing; however, Crunch Northwest or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. In addition, Crunch Northwest or any assignee of the Agreement may modify the Agreement at any time as necessary to comply with changes in applicable law. Crunch Northwest may void the Agreement if it is not completed by a Crunch Northwest employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Crunch Northwest employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement.

(3.23) Third Party Beneficiary. Crunch, LLC is an intended Third Party Beneficiary of this Agreement.

(3.24) Governing Law. This Membership Agreement shall be interpreted under the laws of the State of Oregon. Any litigation under this Membership Agreement shall be resolved in the courts of the State of Oregon or a federal court sitting in Oregon.

(3.25) Privacy Policy. Members can review Crunch's privacy policy online at <https://www.crunch.com/privacy-policy>.

If you have any questions regarding this Agreement or these Terms and Conditions please contact Crunch Northwest Attn: Member Services, Old Chelsea Station, PO Box 1918, New York, NY 10011 or email Crunch Northwest at crunchms@crunch.com. Please call 646-248-5018 for all billing inquiries.