



800 South C St / PO BOX 1128
Virginia City, NV 89440
Dividefitness.com sales@dividefitness.com
775-847-XXXX

Agreement#: \_\_\_\_\_
Date: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AGREEMENT TYPE: [ ] NEW [ ] RENEWAL [ ] 12MONTH PREPAY

TOTAL AMOUNT: \$ \_\_\_\_\_ PER MONTH FOR FUTURE AUTOMATIC RENEWAL

TOTAL PREPAY AMOUNT: \$ \_\_\_\_\_ 12 MONTH CONTRACT

ONE TIME MEMBERSHIP FEE: \$ \_\_\_\_\_ (Includes Key-Fob, \$25 replacement fee)

MAINTANENCE FEE \$: \_\_\_\_\_ (Charged once a year per member | Jan-June Charge 10/15, July-Dec 4/15)

TOTAL AMOUNT PAID TODAY:\$ \_\_\_\_\_

[ ] AUTOMATIC RENEWAL PROGRAM FOR MONTH TO MONTH:

Provided that Member is not in default of this agreement and subject to the terms and conditions hereof, the membership will automatically renew for the rate indicated above. Renewal terms may be cancelled at any time provided a 30-day written notice is delivered to the club's mailing address. It is also understood that the club has the option to increase monthly renewal dues without notice during any renewal period not to exceed \$2.00 per month.

Member's Initials: \_\_\_\_\_

CARD TYPE: VISA MASTERCARD ACCOUNT NUMBER: \_\_\_\_\_

EXPIRATION \_\_\_\_\_ CCV \_\_\_\_\_ NAME ON CARD: \_\_\_\_\_

BANK NAME: \_\_\_\_\_ ROUTING NUMBER (9 DIGITS) \_\_\_\_\_

ACCOUNT#: \_\_\_\_\_ ACCOUNT TYPE: \_\_\_\_\_

ACCOUNT OWNER: \_\_\_\_\_

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

Subject to the following conditions:

- (1) The items shall be drawn on or about the date of this agreement each month. The transactions on your bank statement will constitute receipts for payment on your account.
(2) If the regular payments set fourth should vary in amount, you are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, you choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment.
(3) By executing this agreement, you acknowledge your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for your review at the billing company's website: www.abcfinciancial.com under Terms and Conditions.
(4) The privilege of making payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
(5) If this preauthorization payment arrangement is revoked for any reason, this does not release you from your payment obligation.
(6) A service fee will be assessed and drafted for any check, draft, credit card, or order returned for insufficient funds or any other reasons. A late fee will be assessed and drafted should any monthly payment become past due.
(7) This preauthorization payment arrangement shall apply to the following Applicant(s):

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

Account Holder Signature: \_\_\_\_\_

Payment Method: \_\_\_\_\_ (PLEASE ATTACH A VOID/BLANK CHECK REQUEST FOR PREAUTHORIZED PAYMENT)

## **Membership Privileges, Notices, Disclosures and Agreements**

Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, the club has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Opportunity, Washington, D.C. 20580.

**DEFAULT AND LATE PAYMENTS:** Should you default on any payment obligation as called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collections agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than 10 days late. **A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN 10 DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE.** If the member is paying monthly dues by electronic funds transfer (EFT), the club's billing company, ABC Financial Services, Inc., reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees, subject to appropriate State and Federal laws.

**FOR ALL BILLING INQUIRIES, CALL ABC FINANCIAL AT: 1-888-827-9262 OR [WWW.ABCFINANCIAL.COM](http://WWW.ABCFINANCIAL.COM)**

This agreement may not be amended or modified except by an instrument in writing executed by the parties hereto. Member affirms, acknowledges and attests that Member's mailing address, telephone number, and email address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that DIVIDE FITNESS and ABC Financial Services Inc., including its agents and affiliates, may contact Member at any mailing address, phone number, or email address set forth on the face of this agreement, or subsequently provided by Member to DIVIDE FITNESS and/or ABC Financial Services, Inc.

## **DIVIDE FITNESS MEMBERSHIP AGREEMENT**

### **MEMBER RISK**

**Declaration of Health by Member:** Member represents that he/she is in good physical condition and that the Member has no disability, impairment or ailment, preventing or restricting the Member from engaging in active or passive exercise that will be detrimental or harmful to the Member's health, safety, comfort, or physical condition.

**Assumption of Risk:** Any athletic or physical activity involves certain inherent risks. These risks can range from minor injuries to major injuries including accidental injuries and death. Accidental injuries include those caused by you, those caused by other persons, those of a slip and fall nature, and injuries including anywhere in the club including but not limited to: hallways, lobbies, exercise areas, shower areas, dressing rooms, parking lots, sidewalks, outside workout areas or activities associated with the club, but outside the club. In consideration of Member participating in the activates and use of the facilities offered by DIVIDE FITENSS, Member knowingly and freely assumes 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.

**Unsupervised Fitness Center:** Member acknowledges that DIVIDE FITNESS is an unsupervised fitness center. Member assumes all risks associated with using exercise equipment and exercising alone without the presence or supervision of club staff. Member acknowledges that emergency response lanyards are provided by the club and must be used when exercising alone.

**Release of Liability and Hold Harmless:** Except for those claims based upon willful misconduct or gross negligence, Member agrees to fully release, discharge, indemnify, defend, and hold harmless, DIVIDE FITNESS, its owners, officers, directors, shareholders, employees, instructors, agents, lessors of premises and equipment, and affiliates ("Releasees"), and to assume responsibility for any and all present and future claims or demands resulting in injury, death or property damage, whether caused by the negligence of Releasees or otherwise, while Member is in, or about the DIVIDE FITNESS premises or any facilities or equipment, or taking part in any activities associated with the club, but outside the club.

Member understands that the club is relying upon the Member's acceptance of this Release of Liability and Hold Harmless provision in agreeing to enter into this Membership Agreement with Member.

**Steroid warning:** Use of steroids to increase strength can cause serious health problems and are prohibited at DIVIDE FITNESS.

**Medical Declaration by DIVIDE FITNESS:** DIVIDE FITNESS cannot provide a member with any medical advice or suggest any medical treatment. Only licensed medical professionals are qualified to give medical advice. Member is hereby informed and acknowledges that DIVIDE FITNESS has made no claims as to medical results that can or may be obtained through the use of DIVIDE FITNESS facility. Member represents that there are no medical or physical conditions that would prevent the safe use of DIVIDE FITNESS. Member further represents that he/she has not been instructed by any Physician to not use DIVIDE FITNESS.

**Damage to Property or Loss of Property:** DIVIDE FITNESS will not be responsible for the loss, theft, disappearance, or damage to any personal property, including money, negotiable securities or jewelry belonging to member. Members are strongly encouraged to leave valuables at home or to keep them on their person at all times. Lockers do not always protected valuables from theft.

**Equipment Misuse is Dangerous:** It is the responsibility of the member to assure safe use of any and all equipment. Using equipment in a manner not intended by the manufacturer is prohibited. Member is strongly encouraged to take advantage of a free orientation or inquire with staff to ensure the safe use of equipment.

### **MEMBERSHIP TERMS, PAYMENT AND PROVISIONS**

**Access:** DIVIDE FITNESS is a private key club for adults. We provide access to members for the purpose of exercise and the club's health related activities. By executing this agreement and upon presentation of photo ID and payment of a key-fob Rental fee, the member receives an electronic key-fob. That key-fob provides access to use the facility during all hours of the day, any day of the week. Periodic exceptions may apply. Key-fob remains the property of DIVIDE FITNESS and must be returned upon membership cancellation, termination, or expiration. Failure to return the key-fob will result in a \$25.00 charge

**Membership Dues Increase:** DIVIDE FITNESS reserves the right to increase the monthly dues either once per calendar year or upon the 13<sup>th</sup> month of membership. Unless the member is provided with a thirty (30) day notice, such increases shall not exceed \$2.00 per month.

**Enrollment Fee:** The Member or Buyer is required to pay and nonrefundable enrollment fee as a requirement of the month to month membership. As long as the membership is maintained in good standing the enrollment fee will be charged only once during the term of the membership. The enrollment fee may change from time to time at the discretion of DIVIDE FITNESS.

**Annual Maintenance Fee:** Member will be charged an annual maintenance fee of \$25.00. Divide fitness may increase the annual maintenance fee once per calendar year. Unless the member is provided with a 30 day notice, such an annual increase shall not exceed \$2.00. Fee will be charged as follows: Membership initiated January – June will be charged October 15. Membership initiated July – December will be charged April 15.

**EFT Payment Authorization:** All reoccurring and incidental charges are conducted by means of Electronic Funds Transfer (EFT). Member or Buyer does hereby authorize DIVIDE FITNESS'S third party billing administrator to electronically and automatically bill their bank or credit card company (as indicated) for payment by way of EFT. This EFT billing may apply to: Monthly Dues, Annual Maintenance Fee, Prepaid Membership Renewal Fees, Retail Purchases, Food and Beverage Purchases or related incidental/service charges. EFT is the safest form of payment available and the Member or Buyer maintains full control and privacy over their accounts at all times.

**Non-Payment of EFT Billing:** Any monthly EFT billing which is returned for non-payment will become due and payable with the next month's EFT billing, including an Incidental Service Charge of up to \$15 for each returned EFT Billing. If the second EFT billing attempt results in Non-Payment, the membership will be cancelled and the member will be liable for

all outstanding monies due at that time. Placing a stop payment on the account does not relieve the Member and Buyer of obligation to comply with Membership Cancellation procedures.

**Notice Regarding Returned Checks and EFT Billing:** Pursuant to Nevada Revised Statutes: Any person who makes a check, draft, or order for the payment of money which is dishonored is civilly liable for damages of at least one hundred dollars (\$100) or, if higher, three times the amount of the check up to one thousand five hundred dollars (\$1,500). Except in the case of a "good faith dispute" placing a stop payment on your account does not relieve you of your obligation to comply with Membership Cancellation procedures. DIVIDE FITNESS charges up to \$15.00 for each returned check, EFT, or credit card payment.

**Change in EFT Billing Information:** To avoid a Non-Payment of EFT Billing and associated incidental service charges any change in billing information must be provided fifteen (15) days prior to the next EFT payment date.

**One-Year Pre-Paid Membership:** The Member may elect at time of enrollment the option to pay in advance all monthly dues for a Membership Term of one year. In so doing, DIVIDE FITNESS will discount membership by up to 2 months of fees.

**Unpaid Balances:** Outstanding balances past thirty (30) days are subject to membership suspension and a service charge of \$15 for each month overdue. Any cost for collections incurred by DIVIDE FITNESS will be added to the Member's outstanding balance. Upon termination or cancellation of membership any unpaid balance for services, membership fees, or merchandise will become immediately due. DIVIDE FITNESS reserves the right to charge past due balances and related charges to the Membership account under EFT authorization.

**Members Payment 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 the DIVIDE FITNESS facilities. Dues are for the period stated in the Agreement.

## **MEMBERSHIP CANCELLATION**

**Member Five (5) Day Right to Cancel:** You, the buyer, may cancel this agreement at any time prior to the midnight of the fifth business day of the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to: DIVIDE FITNESS, Po Box 1128, Virginia City, NV 89440. Upon cancellation, all payments will be refunded within (10) days after DIVIDE FITNESS receives proper notice of the cancellation, less any payment for gym access (based upon daily visit rate) or services that the member received prior to cancellation. If you have not exercised your Five (5) Day Right to Cancel, then you have agreed to and are bound by the terms and conditions of this Membership Agreement.

**Cancellation of Month-to-Month Membership:** An initial EFT payment is required to establish the Month-to-Month Membership. The Month-to-Month Membership may be canceled after the club has received a first EFT payment. Cancellation requires WRITTEN NOTICE at least (15) days prior to the next EFT payment date. EFT payment authorization will remain in full effect until DIVIDE FITNESS receives proper notification mailed to: **DIVIDE FITNESS, PO BOX 1128, Virginia City, NV 89440.** Faxes and verbal notices are not acceptable means of notification. The member must pay in full any outstanding monies due. The member may continue to use the facility during Paid Period and the membership ends at the conclusion of the Paid Period. The Member must return all membership access devices (key-fob). Once the membership is cancelled, an enrollment fee must be paid again should the former member elect to rejoin the club.

**Late Cancellation and EFT Billing Errors:** No refund of monthly dues will be paid if a Member cancels after the deadline (15 days prior to the billing date). It is the Member's responsibility to observe proper cancellation procedures. Termination of membership will be affective at the conclusion of the Paid Period. Should a billing error occur DIVIDE FITNESS would provide a refund with an authoritative WRITTEN proof of cancellation, i.e., certified mail receipt and copy of cancellation, or a club generated confirmation of cancellation. It is the Member's responsibility to retain records until his/her bank statement has confirmed that cancellation.

**Cancellation of Pre-Paid Membership:** Except as otherwise stated the Member may not cancel their Pre-Paid Membership or receive a refund.

**Cancellation by Club:** DIVIDE FITNESS reserves the right to cancel this Membership Agreement and terminate any membership rights associated therewith for any violation by the Member of the provisions set forth within this Agreement, or as promulgated in the club or on its website, or of which Member has been verbally notified, including but not limited to: (a) failure to make payments of monies when do, (b) consistent failure to observe Rules and Regulations, (c) behavior that is contrary to the best interests of other Members or Guests. The Member must return all membership access devices (key-fob). Any outstanding monies will be immediately due and payable (see Unpaid Balances).

**Member Death or Disability:** If the Member is unable to use the facilities because of death or disability, the Member or Member's representative may cancel the Agreement. Reasonable verification in writing must be provided. No further payments are required, and upon request a prorated portion of any pre-paid amount will be refunded to the Member or Member's representative. An enrollment fee must be paid again should the former member elect to rejoin DIVIDE FITNESS.

**Club Relocation or Closure:** Should this location close and not offer an alternative location substantially similar and within ten (10) miles, the Member's membership will be cancelled. Member shall be relieved of the obligation of making payments for services other than those received prior to the relocation or closure. If the Member has prepaid any sum for services that are not received prior to the relocation or closure, the unused portion shall be refunded to the Member.

#### **GENERAL CLUB RULES, REGULATIONS, CONDITIONS AND PROVISIONS**

Member agrees to abide by all club rules and regulations, and consents to the conditions and provisions contained within this agreement or promulgated in any manner. DIVIDE FITNESS may impose or change any of these rules, regulations, conditions, and provisions at its reasonable discretion.

**Club Entry:** During Business Hours of operation the Member must present their electronic key-fob for check-in at the front desk. If a Member desires to enter the facilities without his/her key-fob during Business Hours, proof of identification will be required. During Non-Business Hours the Member will use their key-fob to activate the entry door mechanism. The Member is prohibited from accessing the club without their key-fob during Non-Business Hours. Club use and all membership privileges are personal to the Member, including: club access, classes and Wi-Fi. The Member must not allow any other person access to the club through use of the Member's key-fob. Doing so may result in membership suspension or cancellation, with any outstanding membership balance immediately due and payable. Additionally, the Member will be charged an administrative fee of up to **\$250**. If the key-fob is lost or stolen the Member must alert the club management immediately to have the key-fob replaced. The key-fob replacement fee is \$25.

**Guest Use:** Subject to a Guest fee, a Member may bring a Guest during Business Hours (staff must be present). Providing a Guest with access at any other time may result in membership suspension or cancelation, with any outstanding membership balance immediately due and payable. Additionally, the Member may be charged an administrative fee up to **\$250**. Guests must register at the front desk upon entry and provide valid identification. The Guest must agree to the Guest Agreement upon each club use and comply with all club rules, regulations, conditions, and provisions. DIVIDE FITNESS reserves the right to exclude any Guest whose use of the club, in sole opinion of DIVIDE FITNESS, would be detrimental to the use and enjoyment of DIVIDE FITNESS by other Members and Guests. Members are responsible for the actions of their Guests.

**Member and Guest Conduct:** Members and their Guests shall be subject to the control and guidance of DIVIDE FITNESS staff and must follow the instructions of the staff while in DIVIDE FITNESS. Members and their Guests agree to conduct themselves in a quiet and well-mannered fashion so as not to cause any disturbances (this includes grunting and groaning) that would interfere with the use and enjoyment of DIVIDE FITNESS by others Members and Guests. Under no circumstance shall a Member or Guest use foul, loud or slanderous language, or harass, molest, badger, or solicit other Members or Guests.

**Equipment Use:** Members and their Guests must wipe down equipment, re-rack weights and return all accessories to their proper location after use. Equipment should not be leaned against walls or mirrors. Weights should not be dropped. Exercise equipment should not be moved about, or used in any manner not intended by the manufacturer.

**Lingering:** DIVIDE FITNESS facilities are for the express purpose of exercising and making use of the Club's health related activities. Members may not linger in the Club beyond their exercise routine. Exercise routines should be of a reasonable and customary length of time.

**Cameras and Cell Phones:** Members and their Guests shall not take photos or videos in any form, including but not limited to those taken by phones. Cell phones must have ringers turned off. Calls should be taken outside the club/facility or kept very brief and discrete. Member and Guest must make every effort to minimize the impact of their cell phone use while in the club. Loud phone conversations are strongly discouraged and may result in the Member's/Guest's exclusion from the facility, at the sole discretion of management.

**Personal Training:** Personal Training of Members and Guests is restricted to Personal Trainers who are employed by, or in the case of Independent Personal Trainers, recognized by, DIVIDE FITNESS management. Members shall not act as a trainer for any other Member or Guest, and any acts that constitute such business activities are prohibited. Use of Personal Trainers not approved by DIVIDE FITNESS is prohibited. Any member engaging in such activity will be subject to immediate cancellation of membership.

**Independent Personal Trainers:** DIVIDE FITNESS may provide Members and Guests with access to Independent Personal Trainers who have been approved to conduct business on DIVIDE FITNESS premises. DIVIDE FITNESS does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available.

**Solicitation:** Members or Guests may not solicit other Members or Guests and may not engage in any type of commercial or business activity while upon DIVIDE FITNESS premises.

**Surveillance and Security:** Be advised that this facility is under surveillance 24 hours a day. The video record of Club entry and Member use of the facilities will be retained by DIVIDE FITNESS for scrutiny. Members are responsible for operation of panic alarms and agree to use them only in case of emergency.

**Dress Code:** Be comfortable. Be modest. Be clean. Wear athletic shoes. No sandals or jeans, or pants with rivets or zippers that damage upholstery.

**Pets and Bikes:** No Pets (service animals excluded) in or around the facilities. Bikes are restricted to bike racks only. Do not bring bikes inside.

**Storage of Personal Belongings and Locker Usage:** Personal belongings must be stored in cubbies or lockers and are not allowed on the workout floor. Cubbies and lockers are to be used only during the Member or Guest's visit to the club. Personal effects are not to be left overnight. The Club does not provide locks (they can be purchased at the front desk). Any item left in the lockers and/or changing areas will be removed after 24 hours. Unclaimed articles will be held for 72 hours only. Lockers are not theft proof so leave valuables at home.

**Water Use:** DIVIDE FITNESS takes steps to conserve its water use. Drought and water prices may further impact water use at the club. DIVIDE FITNESS requires that members be water-wise as well. Please refrain from abusive water use, or using the club simply for shower or restroom access. DIVIDE FITNESS is first and foremost a fitness center.

**Age Requirements:** As an adult club, Members and their guests must be 18 years of age. However, a Member may bring a minor child who is at least 13 years of age as a Guest, as long as the Member is the legal-guardian of the minor child. The minor child must be under direct supervision of their parent/legal-guardian at all times. All Guest visits are restricted to Business Hours of Operation.

**Spouse Membership Rates:** A discounted membership rate may be provided to spouses of Members. Proof of relationship may be required.

**Right to Change Hours and Facilities:** At the sole discretion of management and without notice, DIVIDE FITNESS reserves the right to alter or amend staffed hours of operation, make changes to the physical facilities, change equipment, alter, amend or eliminate programs and activities, and temporarily close the facility or a part of the facility while repairs, renovations or seasonal maintenance take place. DIVIDE FITNESS will make every effort to minimize any disruption to members during these periods. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges.

**Right to Modify Membership Dues, Terms, and Programs:** DIVIDE FITNESS reserves the right to alter or amend the terms of any or all of its membership programs, including but not limited to pricing, monthly dues, limited-use and full-use membership times (if applicable), rules, regulations, policies, or other special membership privileges. Further, DIVIDE FITNESS has the right to add to any membership dues, any taxes imposed by the government.

**Membership Agreement, Membership Information and Correspondence:** The Member hereby acknowledges that an essential aspect of DIVIDE FITNESS business operations is its reliance upon a paperless enrollment process. Consequently, DIVIDE FITNESS is highly dependent upon email and therefore the accuracy of the member's email address. Any email correspondence initiated by DIVIDE FITNESS, including delivery of Membership Agreement will be deemed as received by the Member one day after it is sent. Any mail correspondence initiated by DIVIDE FITNESS will be deemed as received by the Member within five (5) days of mailing. It is the responsibility of the Member to insure email receipt of their Membership Agreement or membership related information AND to promptly notify DIVIDE FITNESS in writing of any changes in email address, mailing address, telephone and billing information.

**Member Contact by Phone:** Member consents to receive telephonic calls, including automated telephone calls, from or on behalf of DIVIDE FITNESS concerning membership matters, including, without limitation, billing notifications, club closures, and special events. Telephone notifications will be placed to the current telephone number on file at DIVIDE FITNESS, and the Member assumes responsibility for any charges placed on the calls by the Member's telephone services provider.

**No Discrimination:** DIVIDE FITNESS will not discriminate against a person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering an application for membership.

**Entire Agreement:** The Member acknowledges that neither DIVIDE FITNESS, nor anyone else made any representations or promises upon which the Member relied that are not stated in this Agreement. DIVIDE FITNESS employees are not authorized to make any changes written and/or verbal, additions, or modifications to this Agreement. This Agreement, these Terms and Conditions, and all Rules and Regulations of DIVIDE FITNESS, as revised from time to time, constitute the entire and exclusive Agreement between the Member and DIVIDE FITNESS and replaces any prior Agreement, promise, and/or representations whether oral or written. This Membership Agreement shall be interpreted under the laws of the State of Nevada. If a court declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If DIVIDE FITNESS does not enforce any right in the Agreement for any reason, DIVIDE FITNESS does not waive its right to enforce it later. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover legal fees.

**BY ELECTRONIC SIGNATURE, THE MEMBER WARRANTS THAT HE/SHE HAS READ, UNDERSTOOD, AND AGREES TO ALL CONDITIONS OF THIS MEMBERSHIP AGREEMENT.**

**SIGNATURE:** \_\_\_\_\_

**PRINTED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_