

D1 Training Deerfield Beach Program Agreement

1. **Agreement.** This agreement (“Agreement”) is between D1 Training Deerfield Beach _____ (hereafter referred to as “D1”) located at 1401 Green Rd, Suites D/E/F, Deerfield Beach, FL, 33064, and _____ (hereafter referred to as “Athlete”). This Agreement is entered on _____ (Month/Day/Year). D1 and Athlete may be referred to collectively as “Parties” and individually as a “Party”.

2. **Program.**

a. D1 Annual Program. Payment for Program Fees (“Program Fees”) are due immediately upon the date Athlete signs this Agreement. Program Fees are paid by weekly automatic electronic payment (credit card, debit card, or automatic account draft). There shall be a 4% charge on ALL non-EFT drafts. The D1 Annual Program includes a maximum of six (6) workouts per week.

b. Term Programs. Athlete’s first week at D1 may be prorated, contingent upon when this Agreement is initiated relative to the first of each week. Program Fees are only prorated once, upon initial enrollment with D1.

c. D1 Workout Packs. The D1 Workout Packs are a pay per workout program that will be monitored by the D1 software.

d. D1 Overtime Programs. All D1 Overtime Programs will automatically renew and be charged every thirty (30) calendar days from the date Athlete signs this Agreement (“Billing Cycle”) unless terminated in accordance with the Cancellation Policy.

e. D1 Family Program. Family is defined as spouse or children living in the same household. Each Athlete will have their own profile and credit will be applied to each family member. If a D1 Family Program drops to one Athlete, the Program Fees change to the appropriate individual rate in effect at that time.

f. D1 Team Training. All D1 team training will be similar to workout packs. All participants must sign this Agreement. The designated leader of the team is responsible for all Athletes to sign the Agreement.

g. D1 Rental, Party, or League. All participants are required to sign this Agreement. The designated leader of the team for the party, rental, and/or league takes full responsibility for actions and events occurring during the rental, party, and/or league.

h. Right to Modify Program Fees. D1 has the right to increase Program Fees at any time.

i. Expiration of Programs. Upon the expiration of the term of this Agreement, the program shall automatically renew for an additional term of the same duration unless Athlete provides D1 written notice of termination at least thirty (30) calendar days, but no more than sixty (60) calendar days, prior to the expiration of Athlete’s program. Notice of the intent to terminate must be sent via certified mail or email with response from the general manager of Athlete’s local D1 facility.

j. Taxes. Any and all taxes can and will be charged according to state and federal code.

k. Workout Pack and D1 on 1 Programs. All workout packs and D1 on 1 program purchases expire four (4) weeks from the date of the last workout according to D1 software.

Initials

3. **Availability of Facility.**

a. Workout or by Appointment only. D1 does not provide an “Open Gym” facility. Athletes may use the facilities only during scheduled workouts, scheduled events or by appointment. Operating hours and current workout schedules are listed on our website. D1 reserves the right to change operating hours and/or workout schedules at its sole discretion without any effect to this Agreement.

b. Limited Availability. D1 may close its facility for seminars, certifications, maintenance, selected holidays and other hours based on municipal requirements. D1 may delete, change, discontinue, repair, or replace any part or all of the facility without any effect on this Agreement. If no part of the facility is available to Athlete for more than seven (7) consecutive days (not including Sundays) for any reason, but less than fifteen (15) consecutive days (not including Sundays), except acts of nature, D1 will extend Athlete’s program, without additional Program Fees, for the same period the facility was unavailable. Should the facility become unavailable for more than fifteen (15) consecutive days (not including Sundays) for any reason including acts of nature, then Athlete may elect to cancel the program effective the following first of the month. D1 will not be responsible for refunding any Program Fees paid, including advance payments up to twelve (12) weeks. Any programs that are paid for more than twelve (12) weeks in advance will have the portion corresponding to a term beyond twelve (12) weeks refunded.

c. Community Standards. D1 is a private, independent, community-oriented company. The undersigned and the undersigned’s guests are asked to uphold behavioral standards that exist for the betterment of D1’s community. Guests are asked to cooperate in preserving a community focused and family friendly atmosphere, free of inappropriate language, disrespect for others, and immodest dress. Pets, illegal drugs, weapons, alcoholic beverages and tobacco are prohibited anywhere on or at the facility.

d. No Show Policy. For an Annual Program, all Athletes must cancel at least four (4) hours prior to their scheduled workout or a Fifteen and 00/100 Dollar (\$15.00) no show fee will be charged to Athlete’s account. For Overtime and D1 on 1 programs, all Athletes must cancel at least twenty-four (24) hours prior to their scheduled workout to avoid payment for the workout.

e. Limited Use. If Athlete knows or should know Athlete has a problem that might prevent Athlete from using D1 (i.e., medical or family emergency, business travel, vacation, etc.) and Athlete signs this Agreement, then Athlete agrees that Athlete’s Program is limited accordingly. However, because this is Athlete’s choice, Athlete still must pay Program Fees as if Athlete could use the facility; there will be no carry-over of Program Fees into subsequent weeks for any time unspent using the facility in a previous week. See D1’s Freeze Policy for Annual Program and Cancellation Policy for other options.

Initials

4. Freeze Policy for D1 Annual Program ONLY. In an effort to accommodate in-season and injured Athletes, all rookie, development and prep Athletes with one-year agreement terms have the option to freeze their training program for a maximum of one (1) week during the Agreement. Notice of freeze must be given two (2) weeks prior to the first day of the week to be frozen, via e-mail to the general manager at Athlete’s local D1 facility. Athletes will not be billed for the Program during the frozen week. Billing will resume automatically upon end of freeze. The current Program Agreement will then be extended by one week.

5. Training Services. D1 agrees to provide a sports trainer (“Coach”) to provide training services

to Athlete. Unless such training services are provided at D1, Athlete agrees to bear all costs associated with the training services, including the costs of all equipment and rental of the building or space in which training services are provided, if any.

6. Late Payment / Declined Credit Card Fees. Athlete is ultimately responsible for all Program Fees and costs. A Fifteen and 00/100 Dollar (\$15.00) late payment will be due and payable for payments received past the tenth (10th) day after the date of Athlete's bill. A returned check or declined credit card/debit card will result in a **fee of Twenty-Five and 00/100 Dollars (\$25.00)**. Athletes who are not current on payment will not be allowed to participate in workouts. Athlete understands and agrees to be held responsible for any and all collection costs incurred by D1 in securing late payments due to any reason.

Initials

7. Cancellation Policy. An Athlete may not cancel his/her Program at any time unless one of the following occurs:

a. Relocation. Athletes may cancel this Agreement if Athlete moves more than fifty (50) miles away from a D1 location. However, the Athlete must continue paying Program Fees until a utility bill is provided with a new address listed. Notice of Athlete's intent to cancel must be sent within ten (10) days prior to cancellation via email to the general manager of Athlete's D1 facility, which is provided in the signature block at the end of this Agreement.

b. Death or Permanent Disability. Athlete may cancel if Athlete dies or becomes totally and permanently disabled during the duration of this Agreement. Proof of death or total and permanent disability must be provided. Notice of intent to cancel and proof of death or total disability must be sent via email to the general manager of Athlete's D1 facility, which is provided in the signature block at the end of this Agreement.

c. The D1 Guarantee. Athletes with an Annual Program may cancel the remainder of their Agreement within thirty (30) days of signing, if (i) Athlete checks into at least six (6) workouts prior to cancelling; and (ii) Athlete's attendance in at least six (6) workouts is verified by D1 staff.

d. D1 Overtime Program. Athletes may cancel a D1 Overtime Program with notice of intent to cancel given at least thirty (30) calendar days prior to the end of the current Billing Cycle. Notice of intent to cancel must be sent via email to the general manager of Athlete's D1 facility, which is provided in the signature block at the end of this Agreement, and a written response from the general manager must be received by Athlete.

e. D1 Annual Program. The D1 Annual Program is a set price paid annually. Athletes may cancel a D1 Annual Program with notice of intent to cancel given at least thirty (30) calendar days prior to the date Athlete wishes to cancel the Program. Said written notice must be sent via email to the general manager of Athlete's D1 facility, which is provided in the signature block at the end of this Agreement. Athlete acknowledged that once a D1 Annual Program is cancelled, fifty (50%) of the remaining balance is due and owed by Athlete.

f. Cancellation Fee. For any reason other than those listed above, a cancellation fee equal to seventy-five percent (75%) of the pro-rated value of the remainder of Athlete's Agreement must be paid, and it must clear the bank before cancellation may occur. Notice of Athlete's intent to cancel must be sent within ten (10) days prior to cancellation via email to the general manager of Athlete's D1 facility, which is provided in the signature block at the end of this Agreement.

8. Lost or Stolen Articles. D1 assumes no responsibility for any lost or stolen articles. Lost and found articles not claimed after thirty (30) days will be donated to charity or thrown away, at the sole discretion of D1.

9. Smoking, Alcohol, Food and Drink. No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol or glass is permitted anywhere on the premises.

10. Social Media Release. By signing below, Athlete hereby grants D1 and D1's Franchisor (D1 SPORTS FRANCHISE, LLC) AND FRANCHISOR'S RESPECTIVE AFFILIATES (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "D1") the unconditional right and unrestricted permission to use Athlete's likeness, image, voice, and or appearance in a photograph, video, or other digital media ("photo" or "photos") in any and all of its publications, including web-based publications, without payment or other consideration. Athlete understands and agrees that all photos will become the property of D1 and will not be returned. Athlete hereby irrevocably authorizes D1 to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, Athlete waives any right to inspect or approve the finished product wherein Athlete's likeness appears. Additionally, Athlete waives any right to royalties or other compensation arising or related to the use of any such material. Athlete hereby holds harmless, releases, and forever discharges D1 from all claims, demands, and causes of action which Athlete, Athlete's heirs, representatives, executors, administrators, or any other persons acting on Athlete's behalf or on behalf of Athlete's estate have or may have by reason of this authorization or use of photos. D1 agrees to comply with applicable privacy laws. By signing this Agreement, D1 is allowed to send news and promotional offers to Athlete via phone call, text message, email, or any other form of communication or social media. To opt out, Athlete must send "STOP" to the designated form of communication Athlete wants to opt out from.

11. RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK. AKM ENTERPRISES I, LLC (DBA D1 TRAINING DEERFIELD BEACH) PROVIDES ATHLETE AND THE GENERAL PUBLIC WITH GROUP FITNESS, SPORTS AND SKILL TRAINING, AND OTHER RELATED SERVICES (THE "PROGRAM"). BY SIGNING BELOW, ATHLETE ACKNOWLEDGES AND AGREES TO THE FOLLOWING: ATHLETE REPRESENTS THAT ATHLETE IS PHYSICALLY FIT TO PARTICIPATE IN THE PROGRAM AND THAT PRIOR TO PARTICIPATION IN THE PROGRAM, ATHLETE HAS CONSULTED A PHYSICIAN REGARDING ANY LIMITATIONS OR MEDICAL RISKS THAT ATHLETE HAS IN RELATION TO THE PROGRAM AND CERTIFIES THAT ATHLETE IS FREE FROM ANY SUCH LIMITATIONS AND MEDICAL RISKS. ATHLETE FURTHER UNDERSTANDS AND AGREES THAT THE PROGRAM INVOLVES PHYSICAL EXERTION AND STRENUOUS PHYSICAL ACTIVITY BY ATHLETE, WHICH ENTAILS CERTAIN RISKS AND SERIOUS BODILY INJURY AND/OR DEATH MAY OCCUR. FOR EXAMPLE, PHYSICAL CONTACT WITH OTHER PARTICIPANTS, EQUIPMENT OR SURFACES MAY OCCUR DURING THE PROGRAM. WITH FULL KNOWLEDGE OF THE RISKS OF SERIOUS BODILY INJURY AND DEATH, ATHLETE VOLUNTARILY CHOOSES TO PARTICIPATE IN THE PROGRAM AND (I) HEREBY FOREVER RELEASES, COVENANTS NOT TO SUE, DISCHARGES AND WAIVES ALL LIABILITY ON BEHALF OF D1, IT'S EMPLOYEES, EXECUTIVES, AGENTS, D1 SPORTS FRANCHISE, LLC ("FRANCHISOR") AND

FRANCHISOR'S RELATED AFFILIATES (INCLUDING WITHOUT LIMITATION D1 SPORTS HOLDINGS, LLC), OWNERS, SUBSIDIARIES, PARTNERS, SPONSORS, ASSIGNS, OWNERS AND LESSEES OF THE PREMISES, CONSULTANTS, VOLUNTEERS AND CONTRACTORS (THE "RELEASEES") FOR ANY BODILY INJURY OF ANY KIND, PROPERTY DAMAGE OR DEATH, SUFFERED BY ATHLETE AS A RESULT OF ATHLETE'S PARTICIPATION IN THE PROGRAM, REGARDLESS OF WHETHER SUCH BODILY INJURY OR DEATH WAS DUE TO NEGLIGENCE OF ANY KIND COMMITTED BY D1 OR THE RELEASEES OR OTHERWISE, (II) AGREE TO INDEMNIFY AND HOLD HARMLESS D1 AND THE RELEASEES FROM ANY LOSS, LIABILITY, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM, WORKOUT PLAN, NUTRITION GUIDE. ANY COMMUNICATION, INJURY, AND MISCONDUCT, AND (III) ASSUME FULL RESPONSIBILITY FOR ANY BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO ATHLETE'S PARTICIPATION IN THE PROGRAM AND/OR USE OF THE FACILITY.

12. **Supervision of Children.** Athletes must be seven (7) years of age or older and supervised by a parent or legal guardian at all times while enrolled in any D1 Program. D1 will be the sole determiner if a child between the ages of 7 and 18 may participate in any D1 Program workouts. This determination will take into account the following and other factors: physical and emotional maturity, physical ability to safely perform exercises, and ability to follow instructions.

Parent or legal guardian's initials, if applicable

13. **Rules and/or Regulations.** Athletes who do not observe D1 rules and regulations or who abuse equipment in any fashion will be asked to leave. D1 reserves the right to terminate the Program of anyone who refuses to observe any of D1's rules or regulations. Not all rules and regulations are listed in this Agreement and are subject to change at any time at the sole discretion of D1, with, or without notice D1 reserves the right to add, change or remove rules, conditions of Program, opening and closing hours, and all services and facilities offered by D1.

14. **Conduct.** D1 reserves the right to immediately terminate Athlete's use of, or access to, the D1 facility at any time if D1 decides at its sole discretion that Athlete has breached this Agreement or any relevant law, rule or regulation or Athlete has engaged in conduct that D1 considers to be inappropriate or unacceptable. D1 is committed to the health, safety, and welfare of each of its Athletes and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. D1 has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of Program without refund of any Athlete engaging in unacceptable behavior.

15. **Damages.** Athletes shall pay for any damages to D1 property which results from the willful or negligent conduct of Athlete, Athlete's guest, or dependent children.

16. **Affirmation of Liability Waiver.** In the event that Athlete is entering into a Program agreement following a free trial or other low-cost, short-term promotional offering, Athlete hereby agrees, assents and covenants that in the event Athlete does not sign a liability waiver in conjunction with this Agreement, the liability waiver executed in conjunction with the free trial or short-term promotional offering shall be treated as if Athlete executed the liability waiver

contemporaneously with this Agreement, and all terms and conditions of the liability waiver hereby apply to D1's provision of services under this Agreement in addition to the services provided pursuant to the free trial.

17. **Entire Agreement.** This Agreement constitutes the entire and complete agreement of the parties with respect to the transaction contemplated hereby, and conversations, undertakings, representations, promises, inducements, warranties or statements not reduced to writing and expressly set forth herein shall be of no force or effect whatsoever. This Agreement may not be modified, altered or amended except by a written instrument executed by both parties.

18. **Severability.** If one or more provisions of this Agreement, including without limitation the D1 Sports Liability Waiver & Release executed simultaneous to this Agreement which is incorporated by reference as though fully set forth throughout, are held to be unenforceable under applicable law, the balance of the Agreement shall be interpreted as if such provision were so excluded and the balance of the Agreement shall be enforceable in accordance with its terms.

19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Each Party may rely upon a facsimile or an electronic version of this Agreement, either of which shall be deemed to be sufficient. Further, this Agreement and any amendment thereto, may be signed electronically through any program in compliance with the ESIGN Act of 2000.

20. **Governing Law.** Any controversy or claim arising out of or relating to this Agreement (except for any claim by D1 in collection of any amounts due hereunder as a result of Program Fees) shall be resolved through arbitration pursuant to the Federal Arbitration Act, and such arbitration shall be the exclusive, final and binding remedy. The parties agree that the arbitration shall take place in Fort Lauderdale, Florida, or where able telephonically, and will be through the American Arbitration Association ("AAA"), a public service, non-profit organization that offers unbiased dispute resolution services. The arbitrator shall apply the internal laws of the State of Tennessee (without giving effect to its conflict of laws principles). Judgment upon any award reached by the Arbitrators may be entered in any federal or state court having jurisdiction thereof. The arbitration shall take place before a single arbitrator jointly selected (or appointed by the AAA if the parties are unable to agree upon an arbitrator within ten days). The non-prevailing party shall be responsible for payment of the full costs of the arbitrator and reasonable expenses of the prevailing party including attorney fees and expert witness fees. The award rendered by the arbitration shall be entered in any court having jurisdiction thereof.

21. **Attorney's Fees and Collection.** If D1 institutes collection efforts, regardless if a lawsuit is filed against Athlete, to enforce its rights under this Agreement for any amounts due hereunder, then Athlete agrees to pay all costs, expenses and reasonable attorneys' incurred by D1 attributable to the enforcement of this Agreement.

22. **Waiver.** No conduct or course of action undertaken or performed by the Parties hereto shall have the effect of, or be deemed to have the effect of modifying, altering or amending the terms, covenants and conditions of this Agreement. Failure of any Party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be

deemed to be, a waiver of such Party's right to demand exact compliance with the terms of this Agreement.

23. **Confidentiality.** Athlete agrees to keep the specific terms of Athlete's Program Fees confidential.

24. **Miscellaneous.**

a. The training services created by D1, which may include data, techniques, materials, programs, methods, manuals, and other information used in carrying out the terms of this Agreement, are the sole property of D1 and may not be used, replicated, disclosed, published or sold without prior written consent from D1. Other than access to D1's regular workout schedule, programs or services provided to Athlete are done as a courtesy and may be stopped by D1 at any time.

b. Athlete has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (**which contains a waiver, release and assumption of risks**) Athlete has given up considerable future legal rights. Athlete has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Athlete certifies and warrants that he/she is eighteen (18) years of age or older and mentally competent to enter into this Agreement.

c. D1 retains the right to alter the terms of this Agreement at any time.

d. This Agreement is subject to COVID 19 Addendum attached, which must be complied with at all times unless and or until we remove such guidance. This may limit availability or participation in otherwise offered services.

e. A Florida Health Studio Services contract as attached is agreed to and supersedes other terms of this Agreement where they may conflict. If at any time the legal requirements of this change, we reserve the right to update as required by posting a notice in a conspicuous place on our premises for a period of 30 days, or as may be otherwise required by law.

f. If any provision of this Agreement is invalidated by a Court of competent jurisdiction, then all of the remaining provisions of this Agreement shall remain in full force and effect, provided that the Parties may still effectively realize the complete benefit of the promises and considerations conferred hereby.

WITNESS our signatures as of the day and date first stated above.

Athlete (or Parent/Guardian if Athlete is a minor)

On behalf AKM Enterprises I, LLC (DBA D1 TRAINING DEERFIELD BEACH)
1401 Green Road, Suites D/E/F, Deerfield Beach, FL 33064

Email notice:

medon.michaelides@d1training.com

paula.michaelides@d1training.com

**FLORIDA LAW ADDENDUM IMMEDIATELY FOLLOWS THIS PAGE AND MUST
BE SIGNED.**

FLORIDA LAW ADDENDUM

Required Provisions under Section 501.017, Florida Statutes:

Pursuant to Section 501.017, Florida Statutes, each contract for the sale of future health studio services which is paid for in advance or which the buyer agrees to pay for in future installment payments must be in writing and shall contain, in immediate proximity to the space reserved in the contract for the signature of the buyer, and in at least 10-point boldfaced type, language substantially equivalent to the following:

1. Members are entitled to the penalty-free cancellation of this contract within three (3) days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to the health studio, and refund upon such notice of all monies paid under the contract, except that the health studio may retain an amount computed by dividing the number of complete days in the contract term occasions health studio services are to be rendered into the total contract price and multiplying the result by the number of complete days that have passed since the making of the contract or, if appropriate, by the number of occasions that health studio services have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation.

2. Members are entitled to the cancellation and refund of the contract if this business location closes or moves its facilities more than five (5) driving miles and fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles at no additional cost to the buyer.

3. Members should be advised that any notice of his/her intent to cancel shall be given in writing to the health studio. Such a notice of cancellation shall also terminate automatically the consumer's obligation to any entity to whom the health studio has subrogated or assigned the consumer's contract. If the health studio wishes to enforce such contract after receipt of such showing, it may request the department to determine the sufficiency of the showing. Please Note: this applies to any notice of cancellation

4. Members should be advised that if the department determines that a refund is due the buyer, the refund shall be 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. The business location of a health studio shall not be deemed out of business when temporarily closed for repair and renovation of the premises:

1. Upon sale, for not more than fourteen (14) consecutive days; or 2. During ownership, for not more than seven (7) consecutive days and not more than two (2) periods of seven (7) consecutive days in any calendar year.

A refund will be issued within thirty (30) days after receipt of this notice.

5. Members are advised to contact the Florida Department of Agriculture & Consumer Services for information within sixty (60) days should the health studio go out of business to address any unresolved conflicts.

6. This contract may be cancelled if the buyer dies or becomes physically unable to avail

himself or herself of a substantial portion of those services which he or she used from the commencement of the contract until the time of disability, with 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. The buyer or the buyer's estate seeking relief under this paragraph may be required to provide proof of disability or death. A physical disability sufficient to warrant cancellation of the contract by the buyer shall be established if the buyer furnishes to the health studio a certification of such disability by a physician licensed under Chapter 458, 459, 460 or Chapter 461 to the extent the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days.

7. Only health studios exempt from posting security must include in all contracts the following disclosure statement:

SHOULD YOU (THE BUYER) CHOOSE TO PAY FOR MORE THAN ONE (1) MONTH OF THIS AGREEMENT IN ADVANCE, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH STUDIO AND/OR THIS BUSINESS LOCATION CEASES TO OPERATE. THIS HEALTH STUDIO IS NOT REQUIRED BY FLORIDA LAW TO PROVIDE ANY SECURITY, AND THERE MAY NOT BE OTHER PROTECTIONS PROVIDED TO YOU SHOULD YOU CHOOSE TO PAY IN ADVANCE.

8. The initial contract will not exceed thirty-six (36) months and thereafter shall only be renewable annually. Renewal contracts may not be executed, and the fee therefore paid until sixty (60) days or less before the preceding contract expires.

“The initial contract will not be for a period in excess of 30 days. Renewal contracts may not be executed, and the fee therefore paid until the preceding contract expires.”

9. If the health studio requires a buyer to furnish identification upon entry to the facility and as a condition of using the services of the health studio, the health studio shall provide the buyer with the means of such identification.

THIS ADDENDUM MAY BE AMMENDED OR CHANGED IF NEW FLORIDA LAW IS ADOPTED. YOU AGREE TO NOTICE OF SUCH CHANGE BY PLACEMENT OF CONSPICUOUS COPY OF UPDATE IN OUR FACILITY FOR NOT LESS THAN 30 DAYS OR AS MAY OTHERWISE BE REQUIRED BY LAW

Athlete (or Parent/Guardian if Athlete is a minor)

DATE

CURRENT CONDITIONS ADDENDUM – COVID-19

GENERAL WAIVER OF COVID RELATED CLAIMS: By participating in any activity, including entry in our facility, you waive right to any claim related to COVID-19, unless it can be shown, based on a heightened standard of beyond a reasonable doubt (waiving lower civil standards of review where applicable), that expose occurred and could ONLY have occurred at our facility, AND that our facility was wanton, reckless, or acting otherwise in utter disregard for your life health and safety. You expressly agree and consent that we shall not be responsible for the actions of another client, unless we had actual notice that would rise to a level needed our involvement to preserve the safety of the environment, and a reasonable period of time was allowed for such action, not less the 1.5 hours from the time notice is received. You further agree that our failure to abide by any expectation below, shall be considered as a matter of law, GENERAL NEGLIGENCE, and thus not compensable. In the event you can show under the above a compensable tort under law, you expressly agree damages shall be limited to the greater of \$1,000.00 or the actual cost of medical treatment paid or owed by you, after any costs covered by your individual insurance policy or other benefits you may have. In the event of death in these circumstances, it is further agreed that a total payment equal to \$100,000.00, less \$1,000.00 for each year of age of the deceased, shall be fair and just compensation for such loss. You expressly agree that your estate, heirs, and assigns shall be bound by this waiver. Even if in law or equity any part of this waiver is found to be invalid, it shall not be invalidated in whole, and only such parts as may be invalidated shall be removed when making an interpretation, and the strictest interpretation then allowed, as may favor the limitation of our liability shall be substituted for such term.

Despite making every effort our facility can to assure your safety, given the nature of such activity, it is impossible for us to prevent all risk of spread.

In the event of a positive COVID-19 diagnosis, you agree you shall inform us if you have visited our facility within the last fourteen (14) days, the date symptoms began, any other relevant and requested information relating to diagnosis, and prior to your return you must present us with evidence of not less than two (2) negative COVID tests, which were taken at separate locations, and not less than forty-eight (48) hours apart. You must also present a note from a treating physician indicating that it is safe for you to return to this environment. We may impose additional restrictions on your participation in group activities for such times as we deem, in our sole discretion, reasonable, with the intent of limiting the spread of the virus.

Accepting as otherwise required by law, a lapse in attendance shall NOT entitle you to a refund, early termination, or other end to membership, and related fee and payment obligations under your Agreement. If prompt notice (not more than twelve (12) hours) is made via written form to our regular correspondence email, or receipt of notice by us in written form is received, within twelve (12) hours, (this notice must be delivered by third party who is not infected or symptomatic for COVID) we shall apply a credit to your account, not to exceed one (1) month's fee, and applied to final month under this Agreement. Any such credit shall be forfeited in the event of termination of

your Agreement before it's next renewal.

Following the Centers for Disease Control and Prevention (CDC) guidance, under all circumstances, the following precautions should be followed by people utilizing gyms. To the extent possible, these providers should take measures to ensure that customers may follow these guidelines:

1. Stay home if sick.
2. Protect yourself while visiting gyms: Pursuant to EO 2020-36, Stay Healthy, Return Smarter, Return Stronger GUIDANCE FOR GYMS AND FITNESS PROVIDERS
3. Websites for additional public health guidance: www.cdc.gov · www.azhealth.gov · www.dol.gov · www.osha.gov
4. Note that guidance continues to be updated and those complying with the guidance are encouraged to visit the websites provided frequently to ensure they are complying with the most up-to-date guidance.
 - a. Stay at least 6 feet away from other patrons.
 - b. If you are at higher risk for severe illness, you should avoid visiting gyms & fitness providers. People at higher risk for severe illness include adults 65 or older and people of any age who have serious underlying medical conditions.
 - c. Do not touch your eyes, nose, or mouth.
 - d. If possible, use touchless payment (pay without touching money, a card, or a keypad). If you must handle money, a card, or use a keypad, use hand sanitizer immediately after.
 - e. After leaving the gym, use hand sanitizer. When you get home, wash your hands with soap and water for at least 20 seconds.

Athlete (or Parent/Guardian if Athlete is a minor)

DATE

Our business will follow the recommendations for businesses as follows to the best of our ability:

- Maintain physical distancing, to the extent possible.
- Provide and require employees to wear masks when possible.
- Provide access to soap and water for handwashing or an alcohol-based hand sanitizer at stations around the gym for use by employees and clients.
- Require employees to regularly wash hands for at least 20 seconds.
- Operate with reduced occupancy and capacity based on the size of the business location with special attention to limiting areas where customers and employees can congregate.
- Wipe any pens, counters, or hard surfaces between use or customers.
- Implement comprehensive sanitation protocols, including sanitizing gym equipment before and after every use.
- Provide disposable disinfectant wipes, cleaner, or spray so patrons can wipe down frequently touched surfaces on gym equipment.
- Implement symptom screening for employees prior to the start of their shift.
- Consider offering cloth face coverings to employees to wear.
- Arrange waiting areas, service areas, and break rooms to provide for appropriate physical distancing and sanitize areas regularly between use.
- Consider posting signs advising customers and employees of expectations and guidance.

- Train all employees in the above safety actions.
- Consider contactless check-ins.
- Consider requiring online bookings for fitness classes and limiting the size of the class to allow for appropriate physical distancing.
- Arrange cardio equipment so that appropriate physical distancing can be adhered to.
- Ensure adequate equipment for patrons to minimize sharing to the extent possible, or limiting use of equipment by one user at a time and cleaning and disinfecting between uses.
- Consider limiting gym hours to allow for proper sanitation.
- Implement enhanced sanitation of locker room areas.
- Require employees and patrons to clean out lockers nightly to facilitate overnight deep cleaning processes.
- Consider requiring guests to provide their own towels. If this is not possible and towels must be provided, then the following will be adhered to:
 - Launder items according to the manufacturer’s instructions. Use the warmest appropriate water setting and dry items completely.
 - Wear disposable gloves when handling used towels from guests.
 - Do not shake used towels.
 - Clean and disinfect bins that hold used towels according to guidance for disinfecting surfaces.
 - After handling used towels: Remove gloves, and wash hands right away.

UNDER APPLICABLE SAFETY RULES ISSUED BY STATE, COUNTY, AND LOCAL REGULATIONS, THE FOLLOWING ALSO APPLY:

The Rules which we must follow for reopening are as follows:

- Monitor building occupancy and restrict customer access to no more than 50 percent of the building’s occupancy.
- Offer readily-available dispensers of a disinfectant listed by the Environmental Protection Agency for use against COVID-19.
- Provide patrons with sufficient cleaning materials, including [disposable wipes](#).
- Instruct patrons to [clean touched surfaces](#) upon each use of fitness equipment.
- Thoroughly clean and disinfect all seating, counters, weights, weight bars, mats, machines and other fitness equipment upon closing the facility each day.
- During daily operation, routinely clean and disinfect surfaces, particularly high-touch surfaces like faucets, toilets, doorknobs and light switches.
- Maintain restrooms with functional toilets, clean and disinfected surfaces. Handwashing supplies should be available for use, including soap and materials for drying hands or hand sanitizer with at least 60% alcohol.
- Employees who appear to have symptoms upon arrival at work or who become sick during the day must immediately be separated from other employees and customers and sent home.

We will also, to our greatest extent possible, comply with the following recommended practices:

- Display posters and signs throughout the facility to remind visitors to take steps to prevent the spread of COVID-19, including the wiping and sanitation of touched surfaces upon each use of fitness equipment.
- Open doors between separate fitness areas or rooms of the facility to reduce surface touching by multiple people.

- Open windows where feasible to improve ventilation in the facility.
- Remove all unnecessary, frequently touched items like magazines, newspapers, service menus and any other unnecessary paper products and décor from customer waiting areas and locker rooms.

There is no higher priority to us than the safety and health of our members.

We commit to meet and even exceed CDC and health department guidelines to ensure a safe environment for our staff and members. We will continue to rise to the challenge of helping to stop the spread of the virus.

Below are some of the measures we take every day to help keep our D1 Family and community healthy:

- A strictly enforced, staggered workout schedule to minimize the amount of people in the building at one time.
- Increased, hospital-grade cleaning scope to sanitize all high-frequency touchpoints (including weights and turf) multiple times daily and close inspections throughout the day of cleaning protocols.
- D1 members are constantly reminded to practice social distancing. Our weight racks are 6 feet apart, and class sizes are limited to ensure proper distancing is enforced during activities on the turf.

In addition, we continually encourage staff and members who feel they may have been exposed to the virus or have concerning symptoms to self-quarantine for fourteen (14) days and contact local health authorities. We also remind members that if they are in high-risk categories, such as if they have diabetes, asthma, heart disease, etc., that they, too, should stay home.

The CDC guidelines and our cleaning protocols are posted throughout our facility to inform and educate everyone.

Keeping our members safe and healthy is our top priority.