

Authorization for Payment

Member (defined herein) authorizes Michael-Ann Russell Jewish Community Center, Inc. ("Center"), to charge the full annual membership fee or to initiate a charge, via Credit or Debit card to the accounts noted below for both (i) Dues (defined herein) and other recurring charges, and (ii) the Dues and recurring charges of all additional members added to Member's membership (the "Authorization") for membership at the Center ("Membership"). Member understands that this Agreement is for the entire membership fee for one year, and that this Agreement will automatically renew by its expiration date for next year's membership fees unless the Center has received written notice from Member of his/her desire to terminate in accordance with Article I, Section 7.

In the event that Member stops payment on an Authorization debit or credit card by notifying his/her bank ("Invalid Recission"), such action shall not void this Agreement (defined herein). In the event of an Invalid Recission, Member shall fulfill his/her payment commitment under this Agreement, and Member will be obligated to pay by some other method. The processing date for debit cards may vary between the first or fifteenth, and if a Member's Authorization is returned (i.e. for insufficient funding) he/she will be subject to a late fee. (Article I, Section 6).

Member understands that his/her Authorization and debit or credit card information will be stored electronically.

Article I. Membership

Section 1. Membership Agreement Duration - The length of this Agreement shall be for the period as set forth above of this Agreement ("Term").

Section 2. Agreement

This membership agreement ("Agreement") is between the Center and the applicant for Membership identified on the first (1st) page of this Agreement ("Member").

Section 3. Eligibility for Membership - Membership is subject to the approval of the Center. Persons eighteen (18) years or older may become members. At the discretion of the Center, minors under the age of eighteen (18) with proof of age may join with written parental approval upon execution of a Minor Waiver (defined in Article I, Section 5 herein).

Section 4. Nature of Membership - Membership confers solely the right to use and enjoy the Center in accordance with the Center's rules and regulations, as such rules and regulations may change from time to time in the sole discretion of the Center. Membership does not confer any interest in the property or assets of the Center or any right to participate in the management or operations of the Center, financially or otherwise. The scope of the Membership is outlined on Exhibit A.

Section 5. Minors and Children - Persons between the ages of thirteen (13) and seventeen (17) years old ("Minors Members"), with proof of age, are eligible for Membership provided a parent/guardian executes a minor approval form ("Minor Waiver"). Additionally, Minor Members must complete a fitness orientation prior to using the Center.

Section 6. Fees and Charges

Dues. Member with monthly payment option shall pay dues each month pursuant to the Credit or Debit Card Authorization ("Dues"), and may terminate his/her Membership in accordance with the resignation procedures outlined in Article I, Section 7 of this Agreement, such Dues shall be subject to change in the sole discretion of the Center. Member will be notified of any changes in Dues thirty (30) days in advance in accordance with the information provided by Member on the first (1st) page of this Agreement. It is the Member's responsibility to ensure updated contact information is provided to the Center. The Dues will be automatically charged one (1) time each month on or after the due date for payment of Dues. The Dues of any and all additional members added to Member's Membership will be paid by Member.

Late or Returned Item Charges. A thirty five dollar (\$35) fee will be assessed for returned checks, insufficient funds, closed accounts, and a twenty dollar (\$20) for declined credit cards, or similar circumstances, which result in late or delayed payment to the Center. Member is responsible for providing accurate and updated information on the Credit or Debit Card to insure timely receipt of payment. The Center reserves the right to re-attempt collection of Member's outstanding balance until such time as Member's account is current.

Section 7. Resignation/Termination

Voluntary Resignation. Member may resign from the Center by giving advance written notice to the Center ("Resignation"), one calendar month in advance of the annual renewal date. Failure to provide notice will result in an automatic membership renewal for one more year.

After Member's Resignation has become effective, he/she will not be subject to any further Dues and all

Membership privileges will be terminated.

Disability or Death. If Member is unable to use the Center as provided herein due to disability or death, he/she or his/her estate may terminate this Agreement and shall be relieved from the obligation of payment hereunder upon receipt by the Center of written notice of Member's disability or death. As used herein, the term "disability" means a condition, which precludes Member from physically using the Center as verified in writing by a physician.

Resale of Membership. Member may not sell or otherwise transfer his/her Membership to another party.

Section 8. Changes to Membership Status

Membership Type Conversion. Member may convert to another available type of Membership by (i) giving advance written notice to the Center, (ii) paying the difference of the two prevailing Membership Fees, if applicable, and (iii) commencing payment of the Dues of the new Membership type.

If downgrading, notices requesting conversion of Membership type received by the Center on or before the first (1st) calendar day of the month will become effective on the last day of that month. Notices received by the Center on or after the second (2nd) calendar day of the month will become effective on the last calendar day of the following month.

Military Freeze Status. At no cost to Member, Member leaving for active military duty or military training may apply for a temporary military freeze status for a period of one (1) month, not to exceed twelve (12) months, with presentation of military orders.

Involuntary Medical Freeze Status. At no cost to Member, Member may apply for an involuntary medical freeze status for a period of one (1) month, not to exceed six (6) months, with a note from a licensed medical doctor. A note from a licensed medical doctor will be required in order to reinstate membership and begin using the Center.

Article II. Waiver of Liability and Assumption of Risk.

With respect to Member's voluntary participation in any physical activity or exercise program conducted in, on, around, about, or outside of the Center (the "Exercise Activities"), Member understands that there may be health risks associated with the Exercise Activities requiring physical exertion, including but not limited to transient dizziness, fainting, nausea, muscle cramping, musculoskeletal injury, sprains and strains, heart attack, stroke or death. Member assumes full responsibility for any and all injuries or damages from the risks of his/her participation in the Exercise Activities.

Member certifies that they are capable of performing physical exercise and acknowledge that they are voluntarily participating in the Exercise Activities and using equipment with knowledge of the dangers involved. Member understands that they will be fully responsible for complying with any restrictions prescribed for them by their personal physician. Member will review any physician-prescribed personal wellness program with their physician prior to commencing exercise and will periodically review their status and program with their physician.

Member further understands that neither the Owner, Center staff nor the Center's manager's, will be monitoring Member's individual participation of the Exercise Activities or use of any exercise equipment. Member understands that neither the Owner, nor the Center's staff contain medical professionals but have received training in physical activity programming for healthy individuals who do not require exercise in a medically supervised environment. If Member experiences dizziness, fainting, nausea, muscle cramping or any other symptoms while participating in the Exercise Activities, Member agrees that they will discontinue the activity, notify the Center staff and consult their physician.

In consideration of being permitted to participate in the Exercise Activities and use any equipment in the Center, Member hereby waives any and all claims he/she may have, on behalf of himself/herself, his/her heirs, executors, administrators and assigns, against the Owner, the Center, and each of their respective subsidiaries, affiliates, directors, officers, employees, agents, contractors, sponsors, successors and assigns, other participants and all others ("Released Parties") from all liability for injury, death, or loss suffered by Member while participating in the Exercise Activities, engaging in any such activities incidental thereto, including but not limited to traveling to or from any location of said activities wherever, whenever, or however the same may occur, which result from the ordinary negligence of the Released Parties.

By participating in the Exercise Activities, Member expressly agrees that the Released Parties shall not be liable for any damages arising from personal injuries sustained by Member, or as a result of his/her use of the Center and the equipment therein. By executing this Agreement, Member assumes full responsibility for any injuries or damages that may occur to them during their participation in the Exercise Activities, or Member's use of any such equipment hereunder, and Member further agrees that the Released Parties shall not be liable for any loss or theft of personal property. In assuming full responsibility for the risk of injuries, damages, or losses that may occur to Member, Member fully and forever releases the Released Parties from any and all claims, demands, damages, rights of action, or cause of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Exercise Activities and equipment therein, including but not limited to any claim for negligence alleged against the Released Parties.

In the event of an emergency or non-emergency situation requiring medical or dental treatment, Member hereby grants permission for any and all medical and dental care to be administered to them, until such time as the designated emergency contact can be contacted. This permission includes, but is not limited to, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery under the recommendation and supervision of qualified medical personnel. Member further authorizes the Center to release their personal information necessary for medical or insurance purposes. Member agrees to release the Owner, the Center, and all staff from any and all liability for medical or dental aid rendered, and Member understands that they are responsible for all medical or dental expenses incurred for such aid.

The Center reserves the right to take photography and/or video of any/all programs and activities and use them for advertising and publicity purposes. Member will not be compensated in any way for the use of this material. Member hereby consents to the taking of photography and/or video and acknowledges that he/she will not be compensated for any use of such photography and/or video by the Center. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations," unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or Member shall be otherwise advised of the amendment or supplement to the rules and regulations as necessary. Current rules and regulations can be found at the Center website or can be requested from any staff member of the Center.

I understand that the Center reserves the right at any time to terminate the Membership, or privileges thereunder, of any Member for failure to comply with the terms of this Agreement or with any of the rules and regulations adopted by the Center or for any conduct the Center determines, in its sole and absolute discretion, to be improper or in any way contrary to the best interest of the Center and its membership. The Center also has the right to terminate Memberships of Members who are registered on a sex offender registry. Member's Membership may be terminated by notification in writing mailed to the last address shown on the records of the Center for the Member being terminated. Member understands that they will remain liable for all Dues and other indebtedness incurred prior to the date of termination, which shall be three (3) business days following the date on which the termination notice is mailed by the Center.

The above Article II shall be binding upon Member's heirs, spouse, or other next of kin, executor, administrators and assigned.

Article III. Rules and Regulations

Section 1. Registration Member must check in and present his/her Membership card each time he/she uses the Center.

Section 2. Damages Any damage to the Center's property or to another person on the Center's premises by Member, Member's family members (including dependent children) or guests shall be paid for by Member.

Section 3. Attire Proper attire is required for Members using the Center. Shirts and shoes are required in all public and recreational areas. Center, may prohibit the use of any personal equipment on the premises in its sole and absolute discretion.

Section 4. Personal Business Members may not use the Center for professional business without prior written approval by an authorized representative Center staff.

Section 5. Replacement Items Lost or stolen Membership cards/badges will be subject to a replacement fee of ten dollars (\$10).

Section 6. Amendment of Rules and Regulations Center, may from time to time, in their sole and absolute discretion, adopt rules, regulations, or policies amending or supplementing those contained in this Agreement, and all Members will be obligated to comply with such rules, regulations or policies.

Article IV. Enforceability.

If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances to the fullest extent permitted by law.

Article V. Modification.

No provisions of this Agreement shall be modified, waived or terminated except by an instrument in writing signed by the party against whom such modification, waiver or termination is to be enforced. Modifications or additions to the pre-printed terms of this Agreement, other than the completion of existing blanks, are unauthorized and will not be honored by the Center.

Article VI. Governing Law.

This Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of Florida applicable to contracts made and performed in such State (without regard to principles of conflicts of laws) and any applicable law of the United States of America. To the fullest extent permitted by law, Member hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed and construed in accordance with the laws of the State of Florida.