

TB FITNESS CLUB

MEMBERSHIP AGREEMENT, TERMS & CONDITIONS, AND RELEASE OF LIABILITY

3333 West Hefner Road, Oklahoma City, Oklahoma 73120 • (405) 849-9173 • tbfitclub.com

CONFIDENTIAL • DRAFT FOR ATTORNEY REVIEW PRIOR TO USE

Member Information

Member Name	
Date of Birth	
Address / City / State / ZIP	
Phone / Email	
Emergency Contact (Name / Phone)	
Agreement Date / Membership Start Date	
Membership Type / Term	
Monthly Dues	\$
Enrollment/Initiation Fee	\$
Other Fees / Taxes	\$
Total Due Today	\$
Billing Date	

By signing this Agreement, the member identified above ("Member," "I," or "you") agrees to the following terms and conditions governing membership at **TB Fitness Club** ("the Club," "we," or "us"). My obligation to pay dues is not dependent on my usage of the Club.

1. Membership Access and Services

Membership provides access only to the facilities, amenities, services, and benefits included in the Member's selected membership plan. Depending on the plan purchased, services and facilities may include:

- Fitness and strength-training areas and cardiovascular equipment
- Group fitness areas and eligible group fitness classes
- Basketball courts and designated athletic areas
- Locker rooms, sauna, and steam room facilities
- Recovery Lab services and equipment
- Golf simulator facilities
- Other Club amenities specifically included in the Member's plan

Certain services, programs, events, courts, golf simulators, recovery services, personal training, retail, concessions, rentals, or specialty areas may require additional fees, reservations, or a separate agreement. Benefits, sessions, hours, or credits included with a membership are "use it or lose it" unless otherwise stated in writing; unused benefits do not roll over and have no cash value.

2. Membership Term

The Member agrees to the membership term identified on this Agreement.

Month-to-Month. A month-to-month membership continues on a monthly basis until properly cancelled in accordance with this Agreement and applicable law.

Term / Commitment. A membership sold for a specified commitment period remains in effect for the full initial term unless cancelled pursuant to a cancellation right in this Agreement or applicable law. At the end of the initial term, the membership may continue month-to-month at the then-current rate unless otherwise stated or cancelled. No membership shall exceed the maximum term permitted by Oklahoma law.

3. Membership Dues and Automatic Payment Authorization

In-house billing. All membership billing and servicing is handled directly by TB Fitness Club through its own payment system and payment processor. There is no third-party membership-billing company. For all billing questions, contact the Club at (405) 849-9173 or billing@tbfitclub.com.

I authorize the Club (and its payment processor acting on the Club's behalf) to electronically charge the payment method I provide for: membership dues; enrollment or initiation fees; annual or enhancement fees, if applicable; late or returned-payment fees; approved purchases or services; and other amounts I authorize or owe under this Agreement. Recurring dues will be charged according to the billing schedule in my account. If the Club increases my monthly dues by 5% or less, I waive written notice of the change to my recurring payment amount.

I agree to maintain a valid payment method on file and to promptly update expired, closed, declined, or invalid payment information. The Club may use card-updater services that automatically refresh my card information so payments continue uninterrupted; I may opt out by contacting the Club. Revoking an automatic payment authorization does not, by itself, cancel my membership or eliminate amounts lawfully owed.

4. Failed or Returned Payments; Fees

If a payment is declined, returned, reversed, disputed, or otherwise unpaid, the Club may attempt to process it again as permitted by law. Club access may be suspended when an account is past due. Paying a past-due balance does not automatically waive prior violations of this Agreement. The following fees apply to the extent permitted by law:

- **Late fee:** \$25.00 if any monthly payment is more than ten (10) days past due.
- **Returned-payment fee:** \$25.00 for any payment returned or declined for insufficient funds or any other reason, in addition to amounts due.
- **Payment-method change fee:** \$10.00 per month if an authorized EFT payment is stopped or changed without arranging an alternative.
- **Replacement card fee:** A fee may apply to replace a lost membership card.
- **Collection costs:** I am responsible for all costs of collection, including collection-agency fees, court costs, and attorneys' fees, plus interest allowed by law.

5. Membership Cancellation Policy

Except for the statutory cancellation rights in the Buyer's Right to Cancel and Oklahoma State Law Provisions below, I agree to provide thirty (30) days' written notice of a standard cancellation, and I remain responsible for dues and authorized charges that become due during the notice period. A standard cancellation request must be submitted in person at the Club or by certified mail (return receipt requested). Stopping payment, cancelling a card, closing a bank account, disputing a valid charge, or failing to use the Club does not constitute cancellation and does not eliminate a valid past-due balance.

7-day satisfaction guarantee. I may terminate this membership for any reason during the first seven (7) days and receive a refund of the enrollment fee and dues paid. This guarantee does not apply if I previously terminated a membership with the Club.

6. Buyer's Right to Cancel (Oklahoma)

IF YOU WISH TO CANCEL THIS CONTRACT OR MEMBERSHIP AGREEMENT, YOU MAY CANCEL BY MAKING OR DELIVERING WRITTEN NOTICE TO THIS HEALTH SPA. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT OR MEMBERSHIP AGREEMENT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT OR MEMBERSHIP AGREEMENT.

The notice must be delivered or mailed to: TB Fitness Club, 3333 West Hefner Road, Oklahoma City, Oklahoma 73120.

You may also cancel this contract or membership agreement if this spa moves or goes out of business and fails to provide alternative facilities within eight (8) miles of the location designated in this contract or membership agreement. You may also cancel if you become disabled; and your estate may cancel in the event of your death. You must prove such disability by a doctor's certificate, and the health spa may also require that you submit to a physical examination by a doctor agreeable to you and the health spa. If you cancel, the health spa may retain or collect a portion of the price equal to the proportionate value of the services or use of facilities you have already received.

7. Oklahoma State Law Provisions

If the terms above differ from the following state-law provisions, the provision more favorable to the member will apply.

Cancellation. You may cancel this contract, penalty-free, within three (3) business days of its making and receive a refund of all monies paid, upon written notice by certified mail (return receipt requested) or personal delivery to the address above. All money to be refunded shall be paid within thirty (30) days of receipt of the notice; any credit or lien agreement shall be returned within sixty (60) days.

Relocation. You may cancel if the Club relocates or goes out of business and fails to provide alternative facilities within eight (8) miles of the location above. The Club shall refund funds paid, computed by dividing the contract price by the number of weeks in the term and multiplying by the weeks remaining.

Death or Disability. You may cancel if you die or become physically unable to use a substantial portion of the services for thirty (30) or more consecutive days, with a pro-rata refund computed on the same weekly formula. In the case of disability, the Club may require a physical examination by a mutually agreeable doctor, at the Club's cost.

8. Club Rules and Member Conduct

I agree to comply with all Club rules, policies, posted notices, safety procedures, and reasonable instructions from Club management and staff. Members shall:

- Treat staff, members, guests, vendors, and contractors respectfully
- Use equipment only for its intended purpose; re-rack weights and return equipment to its designated location
- Maintain appropriate personal hygiene and wear appropriate athletic clothing and footwear
- Follow posted safety, amenity, reservation, and time-limit rules
- Report damaged or unsafe equipment to Club staff, and comply with all applicable laws

The following conduct is prohibited: threatening, intimidating, or harassing behavior; fighting or physical violence; verbal abuse; sexual harassment or inappropriate conduct; theft or intentional property damage; unauthorized commercial activity; unauthorized personal training or coaching for compensation; possession, use, or distribution of illegal drugs; use of facilities while materially impaired in a manner creating a safety risk; unauthorized access to restricted areas; allowing another person to use a Member's access credentials; tailgating, door sharing, or assisting an unauthorized person in entering the Club; and conduct that creates an unreasonable safety risk or materially disrupts operations.

The Club may suspend or terminate membership for material or repeated violations, unsafe conduct, fraud, unauthorized access, harassment, threats, or other serious violations of this Agreement.

9. Member Access and Check-In

Membership is personal to the Member and may not be transferred, sold, shared, or loaned. I must use the Club-approved access method (mobile app credentials, QR code, digital membership credential, key tag, or other approved technology). I may not allow another person to use my credentials, and I may not hold or open a secured entrance for an unauthorized individual. I am responsible for ensuring that a controlled entrance properly closes after entry or exit. Unauthorized access may result in suspension or termination of membership.

10. Guests and Day Passes

Guests and day-pass users must complete all required registration, payment, identification, and waiver requirements before using the Club. I am responsible for ensuring my guest complies with Club rules. Guests may not enter through a secured access point without completing the Club's required guest or day-pass process. The Club may limit, suspend, or revoke guest privileges.

11. Minors and Family Memberships

Minors may use the Club only in accordance with the Club's age, supervision, and access policies. A parent or legal guardian may be required to sign all applicable membership, waiver, and authorization documents for a minor. Family memberships apply only to eligible individuals included under the plan and identified in the Club's membership system. Access may not be shared with individuals not properly enrolled.

12. Fitness Equipment and Exercise Areas

I agree to use fitness equipment in a safe and responsible manner and am responsible for selecting exercises and resistance levels appropriate for my ability and physical condition. Club staff are not providing medical advice by allowing access to equipment or facilities. I should seek appropriate medical advice before beginning or modifying an exercise program when necessary, and I will immediately stop an activity and seek assistance if I experience significant pain, dizziness, shortness of breath beyond normal exertion, or another concerning symptom. If I notice equipment in disrepair, I will not use it and will report it to staff; the Club is not responsible for injuries sustained while using equipment, even in the event of equipment failure, malfunction, or disrepair.

13. Recovery Lab

Members using recovery facilities must comply with all posted Recovery Lab rules. Recovery amenities may include hot tubs, cold plunges, infrared saunas, compression equipment, massage devices, stretching areas, or other recovery equipment. I acknowledge that exposure to heat, cold, water, pressure, and recovery equipment may involve risks, and I am responsible for determining whether I can safely use a recovery amenity. I will comply with posted time limits, sanitation, clothing requirements, and staff instructions, and will not use a recovery amenity while impaired or in a manner that creates an unreasonable risk. The Club may suspend Recovery Lab privileges for misuse or failure to follow safety rules.

14. Sauna, Steam Room, Hot Tub, and Cold Plunge Use

I acknowledge that sauna, steam room, hot tub, and cold plunge use involves temperature-related risks. I agree to follow posted time limits, enter and exit carefully, remain properly hydrated, follow all posted sanitation requirements, and stop use if feeling dizzy, faint, confused, ill, or physically distressed. Members with medical concerns — including cardiovascular concerns, pregnancy, blood-pressure concerns, or other conditions affected by heat or cold — should obtain medical advice before use. I assume responsibility for choosing to use these amenities.

15. Golf Simulators

Golf simulator access is subject to availability, reservation requirements, membership benefits, and applicable fees. I agree to follow all posted simulator rules, use approved equipment, remain within designated hitting areas, confirm the hitting area is clear before swinging, prevent guests and minors from entering an active hitting area, and avoid intentionally striking equipment, screens, monitors, walls, or Club property. I may be financially responsible, to the extent permitted by law, for intentional damage or damage caused by reckless misuse. Included golf benefits do not roll over unless expressly stated in writing.

16. Courts and Athletic Areas

Basketball courts, turf areas, and other athletic spaces may be subject to scheduled programs, leagues, rentals, events, maintenance, or private use. Membership does not guarantee exclusive or uninterrupted use of a particular court or athletic area. I must comply with posted court rules and scheduled-use requirements. The Club may temporarily restrict access for events, rentals, maintenance, safety, or operational needs.

17. Personal Training and Unauthorized Coaching

Only trainers or coaches authorized by the Club may provide personal training, fitness coaching, or similar services for compensation on Club property. Members may not solicit, sell, or provide unauthorized training services at the Club. The Club may suspend or terminate membership for unauthorized commercial training activity.

18. Photography, Video, and Privacy

Members must respect the privacy of others. Photography or video recording is prohibited in locker rooms, restrooms, changing areas, saunas, steam rooms, and other areas where individuals reasonably expect privacy. Recording another member in a harassing, intrusive, or materially disruptive manner is prohibited. The Club may use security cameras in common and permitted areas for safety, security, loss prevention, and operational purposes, and will not knowingly install cameras where members have a legal expectation of privacy.

19. Security and Personal Property

I am responsible for personal property brought onto Club premises and am encouraged to secure my belongings. Do not store valuables (watches, jewelry, large amounts of cash) on the premises or leave them visible in a vehicle. The Club is not liable or responsible for any lost, misplaced, stolen, or damaged personal property — whether from lockers, vehicles, or other locations on the premises — except to the extent liability cannot lawfully be excluded. I will promptly report suspected theft, unauthorized access, or security concerns to Club management.

20. Assumption of Risk

I understand that physical exercise, athletic activities, recovery services, golf activities, basketball and court activities, strength and cardiovascular training, and sauna, steam room, hot tub, and cold plunge use involve inherent and other risks, which may include, without limitation:

- Slips, trips, collisions, and falls, including falls from equipment
- Muscle strains, sprains, fractures, and equipment-related injuries
- Contact with other participants; heat-related illness; cold exposure
- Cardiovascular events; aggravation of an existing condition; serious bodily injury or death; and property or information loss, theft, or damage

I understand that these risks and injuries may be caused, in whole or in part, by the NEGLIGENCE OF THE CLUB, me, or other persons. I voluntarily choose to participate in Club activities and use Club facilities, and I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY, to the fullest extent permitted by law.

21. Waiver and Release of Liability

On behalf of myself and my spouse/partner, children/minor members, guests, parents, guardians, heirs, next of kin, personal representatives, and assigns, I hereby voluntarily and forever release and discharge the Club and its owners, affiliates, managers, officers, employees, agents, and authorized contractors (collectively, “the Club”) from, covenant and agree not to sue the Club for, and waive, any claims, demands, actions, causes of action, damages, losses, costs, fees, expenses, or other alleged liabilities of any kind, whether known or unknown (collectively, “Claims”), for any injuries to me, minor members, or guests in the use of Club premises and services which arise out of, result from, or are caused by any NEGLIGENCE OF THE CLUB, me, any minor member, any guest, or any other person (collectively, “Negligence Claims”).

- Scope.** Negligence Claims include but are not limited to the Club’s negligent design, construction, repair, maintenance, operation, supervision, or provision of premises and services; negligent failure to warn of or remove a hazardous condition; negligent failure to keep premises reasonably safe; negligent provision of or failure to provide emergency care; negligent hiring, training, supervision, or retention of employees, contractors, or volunteers; negligent handling of information; or other negligent acts or omissions.
- Fees and costs.** If I assert a Negligence Claim against the Club or breach my agreement not to sue, I will pay all reasonable fees (including attorneys’ fees), costs, and expenses the Club incurs to defend the Negligence Claim and all other Claims based on the same facts.

This provision is not intended to waive any right or remedy that cannot lawfully be waived under Oklahoma law, and nothing in this Agreement shall be interpreted to eliminate liability where such limitation or release is prohibited by applicable law.

22. Defense and Indemnification

On behalf of myself and those listed above, I agree to defend, indemnify, and hold the Club harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against the Club by any other person arising out of, resulting from, or caused by the use of Club premises and services by me, my minor members, or my guests. This means I will pay the Club's fees and costs to defend the Claim and any settlement, judgment, or other damages, fees, or costs incurred to resolve it.

23. Health, Safety, and Medical Emergencies

I represent that I am healthy enough to engage safely in the use of Club premises and services and that I have had the opportunity to consult a doctor beforehand, which the Club strongly recommends. The Club does not and will not provide medical advice. I authorize Club staff or representatives to contact emergency medical services when Club personnel reasonably believe emergency assistance may be necessary, and I consent to such emergency care. The Club does not guarantee the availability of medical personnel on site. I am responsible for costs associated with emergency medical treatment or transportation except where otherwise required by law, and the Club is not responsible for medical expenses I incur in connection with the use of Club premises and services.

24. Facility Hours and Amenity Availability

The Club may establish and modify operating hours, amenity hours, reservation procedures, and facility schedules. Amenities may temporarily close due to maintenance, repairs, cleaning, safety concerns, equipment failure, special events, private rentals, government orders, emergencies, or circumstances beyond the Club's reasonable control. Temporary closure or limited availability of an individual amenity does not automatically cancel a membership or create a right to a refund unless otherwise required by law.

25. Communicable Disease Acknowledgment

I acknowledge that use of the Club's facilities, services, and programs may involve inherent risks, including exposure to or infection by communicable diseases. To the fullest extent permitted by Oklahoma law, I assume responsibility for the risk of illness arising from such exposure, whether caused by the negligence (active or passive) of the Club or otherwise, and I release and agree to hold the Club harmless from resulting Claims, except to the extent such a release is prohibited by law.

26. Image and Likeness Release

I grant the Club permission to use photographs, video, or other recordings of me taken at Club premises or events for the Club's marketing and promotional purposes, without compensation, unless I notify the Club in writing that I opt out.

27. Electronic Communications and Consent to Contact

Subject to applicable law, I agree that TB Fitness Club and its agents, affiliates, and vendors may contact me at any mailing address, telephone number, cellular number, or email address I provide — including by automatic telephone dialing systems, prerecorded or artificial voice messages, and text messages — for transactional and marketing purposes. I may opt out of marketing messages at any time. Message and data rates may apply.

28. Arbitration Agreement with Class-Action and Jury-Trial Waiver

PLEASE READ CAREFULLY. THIS SECTION LIMITS HOW DISPUTES ARE RESOLVED AND WAIVES THE RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

Except as stated below, any dispute, claim, or controversy between me and the Club will be resolved by final and binding individual arbitration, not in court.

- c) **Class waiver.** Arbitration will be conducted on an individual basis only; class, collective, or representative actions are not permitted.
- d) **Jury waiver.** To the extent any matter proceeds in court, both parties waive the right to a trial by jury.
- e) **Exceptions.** Either party may bring an individual claim in small-claims court, and both parties must litigate personal-injury Claims in court rather than in arbitration.
- f) **Procedures and governing law.** Arbitration will be administered under recognized consumer-arbitration rules, held in Oklahoma City, Oklahoma, and governed by the Federal Arbitration Act.

29. Consent to Electronic Records and Signatures (E-SIGN)

I consent to receive this Agreement and related disclosures, notices, and records from TB Fitness Club in electronic form and to sign electronically. My electronic signature has the same legal effect as a handwritten signature. I understand that I may request a paper copy and may withdraw consent by contacting the Club at (405) 849-9173 or billing@tbfitclub.com. To access electronic records I need a device with internet access, a current web browser, and the ability to view and save PDF files.

30. General Provisions

Entire Agreement. This Agreement, together with the Member's membership plan and any addenda, is the entire agreement between me and the Club regarding its subject matter and supersedes any prior oral or written statements, promises, or representations. I acknowledge that I have not relied on any statement not contained in this Agreement.

Severability. If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

Governing Law. This Agreement is governed by the laws of the State of Oklahoma, except that the Arbitration Agreement is governed by the Federal Arbitration Act.

Assignment. The Club may assign this Agreement, including in connection with a sale or transfer of the business.

Billing Authorization

I request the privilege of paying TB Fitness Club by the method below and authorize the Club (and its payment processor on the Club's behalf) to draft/charge the payment method for all amounts owed under this Agreement, on the schedule stated in my account, until I cancel in accordance with this Agreement.

Payment Method	☐ Bank draft (ACH) ☐ Credit/Debit card
Bank Name	
Routing Number / Account Number	
Account Type / Account Owner	
Card Number / Exp. (MM/YY) / Cardholder	

If paying by bank draft, please attach a voided or blank check.

Acknowledgment and Signatures

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THIS MEMBERSHIP AGREEMENT, THE TERMS & CONDITIONS, THE ASSUMPTION OF RISK, THE WAIVER AND RELEASE OF LIABILITY (INCLUDING FOR NEGLIGENCE), THE DEFENSE AND INDEMNIFICATION OBLIGATION, THE ARBITRATION AGREEMENT WITH CLASS-ACTION AND JURY-TRIAL WAIVER, AND THE BILLING AND CANCELLATION TERMS ABOVE.

Member signature: _____ Date: _____

Printed name: _____

Parent/Legal Guardian (if member is a minor): _____ Date: _____

TB Fitness Club representative: _____ Date: _____