

REDEMPTION WRESTLING ACADEMY, LLC

Membership Agreement – Junior Classes

1. AGREEMENT: This agreement (“Agreement”) is between Redemption Wrestling Academy, LLC, a Florida limited liability company (“RWA”), having its main fitness facility at 5800 Stewart St, Building B, Milton FL 32583, and the undersigned member (“Member”). This Agreement is effective as of the date of the last signature below (“Effective Date”).

2. MONTHLY MEMBERSHIP: This is a recurring monthly membership, commencing on the day the first payment is made. Member shall pay \$100 in full at the time of joining RWA. Payment shall be made through a billing company as designated by RWA. Provided that Member is not in default of this Agreement, and subject to the terms and conditions hereof, the Membership will automatically renew monthly at the current rate. This rate includes one (1) 1-hr junior class per week for four (4) weeks. The membership can be canceled at any time, provided a 30-day written notice is delivered to RWA. Member agrees that if Member fails to use RWA facilities that shall not release the Member from the obligation to make all payments required by the terms of this Agreement. An additional 3% will be added to payment if using card. At all times relevant hereto, Member shall maintain a valid and current payment method on hand with RWA.

b. Payments: Member hereby authorizes RWA’s designated billing company selected by RWA to draw items (check, electronic fund transfers, charge card, and/or credit card) for the purpose of paying the membership dues, including any late fees or service fee, as well as other purchases, on the account. RWA hereby reserves the right to change the designated billing company at the its discretion and without warning. If such a change is made, the full terms and conditions of this Agreement will continue to apply, and Member agrees to authorize the new designated billing company to continue drafting Member’s account.

c. Defaults: Should Member default on any payment obligation as called for in this Agreement, RWA will have the right, but not the obligation, to declare the entire remaining balance of the Membership due and payable. A default occurs when any payment due under this Agreement is more than ten (10) days late or there is a violation of the other terms and conditions under this Agreement or the Rules and Regulations. In the event of default, RWA may terminate the access to the facility, but the Member shall continue to make the remaining monthly payments under the Membership option, if RWA selects, in its sole discretion, not to accelerate the obligations. Should any monthly payment became more than ten (10) days past due, Member will be charged a late fee of \$50.00. An additional service fee of \$35.00 will be charged for any check draft, credit card, or order returned for insufficient funds or any other reason. Member agrees to pay all costs of collection, including but not limited to collection agency fees, interest, court costs, and attorneys’ fees.

d. Identification: RWA will require the Member to present a government issued identification card, such as a drivers’ license, ID card, military ID, or passport, upon completion of contract and initial time entering the facility.

3. **THIS AGREEMENT PROVIDES** that notice of intent to cancel by the Member shall be given in writing to RWA. The notice of cancellation from the consumer terminates automatically the consumer's obligation to any entity to whom RWA has subjugated or assigned the consumer's contract. If the RWA wishes to enforce the Agreement after receipt of the notice, it may request the department to determine the sufficiency of the notice. [sec. 501.017(1)(b)2, Florida Statutes].
4. **SUSPENSION/TERMINATION OF MEMBERSHIP BY RWA:** RWA has the right to suspend and/or terminate any membership for non-payment of dues, fees, or for behavior harmful or disturbing to the enjoyment of the RWA facilities by other members and staff for any reason deemed sufficient in the sole discretion of RWA. If RWA becomes temporarily unavailable due to an event such as fire, flood, loss of lease, or the like, RWA will extend the Member's membership privileges for the period the facilities were unavailable.
5. **ADDITIONAL CANCELLATION/TERMINATION TERMS:**
 - a. If RWA goes out of business or relocates more than five (5) driving miles from the current address (above), Member is entitled to cancel the Agreement and receive a refund for any unused portion of the Term if RWA fails to provide, within 30 days, a facility of equal quality located within five (5) driving miles of the business location designated in the contract at no additional cost to the Member. [Sec. 501.017(1) (b)1, Florida Statutes.]
 - b. The Member should contact the Department of Agricultural and Consumer Services ("Department") for information within 60 days should RWA go out of business. [Sec. 501.017(1)(c), Florida Statutes.]
 - c. If a refund is due to Member, the refund shall be computed by dividing the Agreement price by the number of weeks in the membership term, and multiplying the result by the number of weeks remaining in the membership term. The business location of RWA shall not be deemed out of business when temporarily closed for repair and renovation of the premises, or any of the following circumstances:
 - i. Upon sale, for not more than 14 consecutive days; or
 - ii. During RWA's current ownership, for not more than ten (10) consecutive days and not more than three (3) periods of ten (10) consecutive days in one (1) calendar year.

If a refund is due, the refund shall be issued within 30 days are receipt of the notice of cancellation. [Sec. 501.017(1)(b)3, Florida Statutes.]

d. This Agreement provides for the cancellation of the Agreement if the Member dies or becomes physically unable to avail himself or herself of a substantial portion of those services which the Member used from the commencement of the Agreement until the time of the disability, with refund of funds paid or accepted in payment of the Agreement in an amount computed by dividing the Agreement price by the

number of weeks in the Agreement term and multiplying the result by the number of weeks remaining in the Agreement term. RWA may require the Member or the Member's estate seeking relief under this paragraph to provide proof of disability or death. A physical disability sufficient to warrant cancelation of the Agreement by the Member is established if the Member furnishes to RWA a certification of such disability by a physician licensed under Chapter 458, 459, 460, or 461, Florida Statutes, provided the diagnosis or treatment is within the physician's scope of practice. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made pursuant to this paragraph. [Sec. 501.017(1)(d), Florida Statutes.]

6. **MEMBERSHIP FREEZE POLICY:** During the duration of a Member's membership pursuant to this Agreement, a Member may request a 30 day Membership freeze that will allow the Member to put their membership on hold in the event they are unable to utilize the services of facilities of RWA. RWA has the authority to accept or reject the request for a freeze, but approval of the 30 day freeze will not be unreasonably withheld. The freeze must be requested by Member prior to payment processing for any given month. Member is limited to use of 2 Membership freezes throughout duration of the year.

7. **THE AGREEMENT PROVIDES that RWA requires a Member to furnish identification upon entry to the facility, and as a condition of using the services of RWA. [Sec. 501.017(1)(f), Florida Statutes.]**

8. **HOURS OF OPERATION:** The hours of operation will be set by RWA and may be changed at RWA's sole discretion. In addition, RWA reserves the right to make or change the rules and regulations for the operation and use of the facility. RWA also reserves the right to add, eliminate, substitute or alter any training program, class, trainer, employee, equipment, furniture or fixture when deemed necessary. No refunds will be given based on the termination or resignation of an employee, independent contractor, or any other action pursuant to this paragraph.

9. **LOST ARTICLES:** RWA assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after 30 days will be donated to a charity of RWA's choosing or thrown away.

10. **DAMAGES:** Members shall pay for any damages to RWA property which results from the willful or negligent conduct of Member, Member's guest, or dependent children.

11. **WAIVER:** Any failure by RWA to enforce any provision of this Agreement shall not be construed as a waiver of any provision or the right to enforce same.

12. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Florida without giving effect to any principles or conflicts of laws. For the purpose of resolving conflicts relating to or arising out of this Agreement. Or arising out of any other dispute or claim associated with RWA, Members irrevocably and unconditionally agree to the following: (i) consent to submit to the exclusive jurisdiction of the state and federal courts in the State of Florida ("Florida Courts") for any litigation arising out of, or relating thereto, this Agreement; (ii) agree not to commence any litigation arising out of, or relating thereto, this Agreement except in Florida Courts; (iii) agree not to plead or claim that such litigation

brought therein has been brought in an inconvenient forum; and (iv) agree the Florida Courts represent the exclusive jurisdiction for all disputes relating to this Agreement, specifically any suit brought shall be brought in Seminole County, Florida or the United States District Court for the Middle District of Florida.

13. SEVERABILITY: If any portion of this Agreement is deemed illegal, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect.

14. AMENDMENT: This Agreement may not be amended or modified except by an instrument in writing executed by all parties hereto.

15. CONTACT METHODS: Member authorizes RWA, and their authorized designees to contact Member by email, telephone, or by other means. Subject to applicable law, Member agrees that any of these parties may contact Member at any mailing address, phone number or e-mail address set forth in this Agreement, or any other address subsequently provided to, or obtained by, any such party. By signing this Agreement, Member hereby consents to receive autodialed and/or pre-recorded telemarketing calls and/or text messages from or on behalf of RWA and their authorized designees, and Member understands that such consent is NOT a condition of a membership purchase.

16. THREE-DAY RIGHT OF RECISSION: This Agreement provides for the penalty-free cancellation of the Agreement within three (3) days, exclusive of holidays and weekends, of its making, upon the mailing or delivery of written notice to RWA, and refund upon such notice of all monies paid under the Agreement, except that RWA may retain an amount computed by dividing the number of complete days in the Agreement term or, if appropriate, the number of occasions RWA have been rendered. A refund shall be issued within thirty (30) days after receipt of the notice of cancellation made within the 3-day provision [Sec. 501.017(1)(a), Florida Statutes].

17. ENTIRE AGREEMENT: This Agreement and any Rules and Regulations made a part hereof, and Redemption Wrestling Academy, LLC Participant Agreement, Release of Liability, Waiver, and Assumption of Risk form constitute the entire and exclusive Agreement between the parties hereto. Any promise, representation, understanding (oral or written), pertaining directly or indirectly to the Agreement which are not contained herein, are hereby waived.

WITNESS OUR SIGNATURES as of the day and date below.

Parent/Guardian of minor: _____

Printed Name: _____

Day: _____ **Date:** ___/___/___

On behalf of Redemption Wrestling Academy, LLC: _____

Printed Name: _____

Day: _____ **Date:** __ / __ / __