

1. PARTIES TO THE AGREEMENT STUDIO INFORMATION:

Dean Sport Consultant ("Dean Sport Consultant," "DSC Performance," "Company," "we," "our" or "us"), and its successors and assigns.

ENROLLMENT: Dean Sport Consultant "DSC Performance" 201 Calle de Los Molinos, San Clemente, CA 92672

MEMBER INFORMATION:

Member Name: _____ ("Member," "you" or "your")

Email: _____

Address: _____

Birth Date: _____ Gender: _____ Home #: _____

Cell #: _____

2. SUMMARY OF TERMS AND ACCOUNT CHARGES PREPAID MEMBERSHIP BASICS

As a prepaid member, you are choosing to pay for your entire class pack or individual session up front and in full, subject to the terms of this Agreement. Your prepaid will run for a fixed Initial Term, beginning 06/21/2022 and ending 6/21/2023. Your session is not a gift certificate. If you wish to purchase a gift certificate, please contact us. Your class pack or individual session will automatically expire when you have used all of your available sessions. Any unused class session remaining will expire within six month(s) of Purchase and will be forfeited and lost; no refund will be issued.

3. DEFAULT AND LATE PAYMENTS

Should you default on any payment obligation as called for in this Agreement, Dean Sport Consultant will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs and attorneys' fees. A default occurs when any payment due under this Agreement is past due for more than 90 days. A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS, OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN 5 DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE. Dean Sport Consultant has a right to suspend services if a scheduled invoice is not paid, and you consent that such a suspension of services is reasonable. This provision is subject to any applicable local, state or federal laws.

4. AUTHORIZATION FOR PREAUTHORIZED PAYMENTS

(All references to "I" or "me" in this section shall refer to you) By signing below, I am authorizing Prompt EMR/CardPointe, a third-party billing company, to initiate transfers, whether by EFT or ACH transfer, from the designated bank account tied to this Agreement for purposes of paying, on a recurring basis, all or a portion of the dues, fees and charges which I owe under the Agreement. I understand and agree that: (a) dues, fees and charges include, but may not be limited to, classpacks, individual class sessions, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) Prompt EMR or CardPointe may transfer funds

from my designated account for any retail transactions or online purchases initiated by me; (c) dues, fees and charges will be drawn on or about the dates set forth on Date of Purchase; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; (e) debited amounts may vary each month based on additional amounts which I may owe under this Agreement, and that while I am entitled to receive notice at least 10 days before being charged, by signing this authorization, I am choosing instead to get notice only when the amount due would differ by more than \$50.00 from my most recent payment; (f) billing inquiries can be directed to Dean Sport Consultant. I expressly authorize Prompt EMR and CardPointe, and any of its subsidiaries or affiliates, to contact me regarding any matter related to the billing of my account, whether by phone, email or SMS text communication (please note SMS text charges may apply).

5. BUYER'S RIGHTS IN CALIFORNIA 5.1 RESCISSION.

You, the Buyer, may cancel this Agreement at any time prior to midnight of the fifth (5th) business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this Agreement, mail, email or deliver a signed and dated notice that states that you, the buyer, are canceling this Agreement, or words to similar effect. The notice shall be sent via first-class mail, via email from an email address on file with the health studio, or delivered in person to: Dean Sport Consultant "DSC Performance" 201 Calle de Los Molinos, San Clemente, CA 92672 WARNING. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

5.2 PERFORMANCE. Dean Sport Consultant's performance of the agreed-upon services shall begin within 6 months after the date this Agreement is entered into. 5.3 MAXIMUM TERM.

Under no circumstances shall the term of this Agreement exceed three years. 5.4 MAXIMUM PAYMENTS. Under no circumstances shall the total payments under this Agreement be in excess of \$4,400, inclusive of any initiation or membership fees and exclusive of interest or finance charges.

6. CANCELLATION TERMS

6.1 CANCELLATION RIGHTS.

After expiration of the 5-day rescission period, you may cancel this Agreement only if you qualify as follows: (a) Your Agreement exceeds a certain amount. (i) If this Agreement requires that you make payment between \$1,500 and \$2,000, then you have 20 days from the date you sign the Agreement to cancel and seek a refund for your unused prepaid services.

(ii) If this Agreement requires that you make payments between \$2,001 and \$2,500, then you have 30 days from the date you sign the agreement to cancel and seek a refund for your unused prepaid services. (iii) If this Agreement requires that you make payments for \$2,501 or more, then you have 45 days from the date you sign the Agreement to cancel and seek a refund for your unused prepaid services. (iv) If this Agreement requires that you make payment

between \$0 and \$1,499, then subsections (i), (ii) and (iii) above shall not apply, and cancellation of this Agreement shall only be permitted as described herein. (b) You are disabled or you die. If, by reason of death or disability, you are unable to receive all services for which you contracted, then you or your estate may cancel this Agreement without penalty and receive a pro rata refund, where applicable, for any prepaid sums. A "disability" means a condition which precludes you from physically using the facilities, and your disability must be verified by a physician. Dean Sport Consultant shall retain the value for services already provided prior to your death or the onset of disability.

6.2 NOTICE. All notices under this Agreement may be delivered in person to the gym, or sent via certified mail to Dean Sport Consultant "DSC Performance" 201 Calle de Los Molinos, San Clemente, CA 92672.

7. RELEASE OF LIABILITY

RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY USING THIS FACILITY OWNED BY Dean Sport Consultant, INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST(S), WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY Dean Sport Consultant, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE Dean Sport Consultant., DEAN SPORT CONSULTANT, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM ALL LIABILITY FOR ANY INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF Dean Sport Consultant, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASES OR ANYONE ACTING ON THE RELEASES' BEHALF OR ANYONE USING Dean Sport Consultant FACILITIES, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN Dean Sport Consultant

ACTIVITIES, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASES HARMLESS AGAINST ANY LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE CAUSED BY YOUR NEGLIGENCE OR OTHER ACTS OR OMISSIONS. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF THE WERE NEGLIGENT. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT THE

RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND Dean Sport Consultant ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT Dean Sport Consultant.

8. DISPUTE RESOLUTION (U.S.)

OTHER THAN A CLAIM FOR PERSONAL INJURY, OR A CLAIM BROUGHT IN SMALL CLAIMS COURT, YOU AGREE THAT ANY DISPUTE WITH Dean Sport Consultant, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, MAY BE RESOLVED, FIRST, THROUGH INFORMAL DISCUSSIONS WITH Dean Sport Consultant; THEN, IF UNSUCCESSFUL, BY NON-BINDING MEDIATION. IF A MEDIATOR CANNOT RESOLVE THE DISPUTE, THEN YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL AND CONSENT TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR UNDER THE THEN-CURRENT COMMERCIAL DISPUTE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN A LOCATION NEAR YOUR CLUB OF ENROLLMENT. YOU AND Dean Sport Consultant FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION PROVISION, YOU MAY OPT OUT BY SENDING A WRITTEN NOTICE TO Dean Sport Consultant AT Dean Sport Consultant “DSC Performance” 201 Calle de Los Molinos, San Clemente, CA 92672 WITHIN 90 DAYS AFTER THE DAY YOU SIGN THIS AGREEMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBITRATION COSTS WILL BE BORNE BY Dean Sport Consultant IN AN AMOUNT AS FAIRLY DETERMINED BY THE ARBITRATOR.

9. OTHER TERMS AND CONDITIONS

9.1 MEDICAL CONDITIONS. BEFORE USING Dean Sport Consultant’s SERVICES OR FACILITIES, YOU REPRESENT THAT YOU ARE IN GOOD HEALTH AND HAVE NO DISABILITY, IMPAIRMENT, INJURY, DISEASE, OR AILMENT, PREVENTING YOU FROM ENGAGING IN ACTIVE OR PASSIVE EXERCISE OR WHICH COULD CAUSE INCREASED RISK OF INJURY OR ADVERSE HEALTH CONSEQUENCES AS A RESULT OF EXERCISE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE DSC PERFORMANCE FACILITY AND SHALL INDEMNIFY Dean Sport Consultant, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES. 9.2 PROOF OF MEMBERSHIP. Membership privileges are limited to the person in whose name the membership is issued. 9.3 CUSTOMER SERVICE. Any questions about this Agreement or issues with your membership can be directed to Dean Sport Consultant “DSC Performance” 201 Calle de Los Molinos, San Clemente, CA 92672, or call (949) 388-5692. 9.4 CHANGE IN MEMBERSHIP OR BILLING INFORMATION. You must promptly notify Dean Sport Consultant in writing of any changes in your billing information, address or telephone number. You expressly permit Dean Sport Consultant, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

10. LATE CANCEL AND NO-SHOW FEES.

Clients/Members will be charged a \$10 "late cancel fee" when he or she books a private session and/or class and fails to cancel the scheduled appointment within at least 24 hours before the start of the class/session. A "no-show fee" for the value of that specific service/session will be due if client/member does not show for a session within 15 minutes of the start of class/session or member may forfeit a class credit from his or her class package, for every occurrence, where he or she makes an appointment for a Dean Sport Consultant class and does not show up for it, or fails to cancel the scheduled class appointment at least 24 hours before the start of the class.

11. DESCRIPTION OF SERVICES; HOURS OF ACCESS.

Dean Sport Consultant' services are class based. In order to utilize Dean Sport Consultant's services or facilities, you must sign up for a class in person with a member of the sales team. Your membership with Dean Sport Consultant shall include access to the studio to which you purchased. Subject to the class scheduling requirement, Dean Sport Consultant intends to make available to all of its members and guests during its designated hours and days of operation the following equipment and services: Pilates reformers and related cardiovascular, strength and conditioning equipment and apparatus. Dean Sport Consultant provides group exercise classes and private training for member use. Some group exercise classes and optional services may require an additional charge. Dean Sport Consultant reserves the right to revise its list of equipment and services at any time for any reason. Please see the DSC Performance sales team for a schedule of classes and hours of access to the studio.

12. PRIVATE TRAINING.

Any and all private training provided by Dean Sport Consultant shall be subject to the terms of this Agreement, as well as any additional terms and conditions set forth in a separate Private Training Addendum entered into between you and Dean Sport Consultant. Use of private trainers not approved and employed by Dean Sport Consultant is prohibited. Private training sessions are non-transferrable and must be used at the studio where they are purchased.

13. CHILDREN'S USE.

Children are not permitted in the studio unless they are actively involved and enrolled in a class or session.

14. IMAGE USE. You understand that while on Dean Sport Consultant premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the Dean Sport Consultant website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

15. NON-DISCRIMINATION.

Dean Sport Consultant represents that it will not discriminate against any person because of sex, race, creed, age, color, origin, sexual orientation, or ancestry in considering applications for memberships.

16. MEMBERSHIP TERMINATION.

We reserve the right to terminate your membership for any reason not expressly prohibited by law. In the event of termination, we will notify you in person or send you a written notice of termination to your address on file, and refund you any unused prepaid dues.

17. CHANGING THE TERMS, RULES AND REGULATIONS.

Dean Sport Consultant may, at its sole discretion, change any term in this Agreement, which will become effective upon (a) Dean Sport Consultant providing you with written notice of the proposed change; and (b) giving you 30 days after your receipt of such notice in which to cancel your Agreement, penalty free, or renegotiate the change as to you.

18. GOVERNING LAW.

This Agreement shall be interpreted under the laws of the State in which you execute this Agreement. Any litigation under this Agreement shall be resolved in the courts of the State in which you execute this Agreement. 18.1 LIMITED LIABILITY. Unless prohibited by state law, any award by a court or arbitrator is limited to actual compensatory damages. Neither a court nor an arbitrator can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages. 18.2 CONSENT TO CONTACT. By signing below, you are giving Dean Sport Consultant and its authorized vendors consent to contact you by email to the email address as set forth on the face of this Agreement, or by text message or telephone call at the number provided herein for any matter related to your account, including collection of monies owed, alerts or notices regarding your purchased services, and promotions that may be of interest to you. You may update your communication preferences, or revoke your consent to receiving promotional messages at any time. You expressly consent to receive autodialed and/or prerecorded messages from or on behalf of Dean Sport Consultant and its authorized vendors at the phone number provided, including any wireless number, as applicable (standard text rates apply). Your consent is not a condition of purchase.

Name of Member: _____

Signature: _____

Date: _____