



Change Your Body. Change Your Life.

GOLD'S GYM CORPORATE MEMBERSHIP AGREEMENT DB/PAYROLL DEDUCT ACCOUNT

Bee Caves Store No. 669 801 E. William Cannon Dr., Ste 105 Austin, TX 78745 Gold's Texas Holdings Group, Inc. ("Gold's Gym") Operator ID: 080503

PLEASE RETURN COMPLETED AGREEMENT TO: Kellie Green - kgreen@nfp.com

CORPORATE MEMBERSHIP AGREEMENT FOR NFP (AUS) (PDA) (here after referred to as "The Company")

Current Gold's Gym Member? : Yes No If yes, please write Barcode / Keycard #: Date: Employer / Employee ID#: Member Name: Birth date: Sex: Address: Home/Cell Phone: City: Work Phone: State: Zip code: Emergency Contact Name: Email: Emergency Contact No.:

Household Add-On #1 & Home/Cell Phone: Birth date: HAO Signature #1: Sex: Household Add-On #2 & Home/Cell Phone: Birth date: HAO Signature #2: Sex: Household Add-On #3 & Home/Cell Phone: Birth date: HAO Signature #3: Sex:

(Household Add-On must reside at the same address as Primary Member.)

- Opt-In: Gold's Gym may use my email address to communicate with me about upcoming events, special Gold's Gym member offers, and other information. Opt-In: Gold's Gym and its marketing partners may use my email address and other personal information to communicate with me about upcoming events, special Gold's Gym member offers, and other information.

TYPE OF MEMBERSHIP: (PLEASE CHECK THE PREFERRED MEMBERSHIP BELOW)

PRIMARY MEMBER MULTICLUB: \$11.98 (bi-weekly) HOUSEHOLD ADD-ON MULTICLUB (PER PERSON): \$11.98 (bi-weekly) MEMBERSHIP STARTS: PRIMARY MEMBER: ENROLLMENT FEE [Per Person]: Waived INITIAL TERM ENDS: 9/30/14 (If applicable, enrollment fee will be immediately charged to credit card provided.)

AMOUNT PER DEDUCTION: \$ BY COMPLETING AND SUBMITTING THIS SIGNED AGREEMENT, MEMBER AUTHORIZES THAT DUES MAY BE PAID VIA AUTOMATIC PAYROLL DEDUCTION. (NOTE: YOUR EMPLOYER MAY REQUIRE ADDITIONAL FORMS.)

Notice of Dues Renewal

At the end of your initial term, your contract will expire, at which time you will have the option to renew your agreement for an additional twelve month period under the then current terms and conditions of the Corporate Wellness Program between "The Company" and Gold's Gym. Member represents, acknowledges and agrees is duly eligible through "The Company" as of the date below to utilize a business Gold's Gym Membership Agreement upon terms set by "The Company".

Do not sign this Agreement until you have read the following two (2) pages. The terms on the following pages of this form are a part of this Agreement. Member is entitled to a completely filled-in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) This Agreement will become legally binding upon its acceptance by Gold's Gym, and (B) Gold's Gym makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement.

Member's Name (Please Print): Member's Signature DATE

Guaranty: Any guarantor or account holder who signs below ("Guarantor") guarantees the full payment of all amounts owed to Gold's Gym under this Agreement, including amounts associated with any "Household Add-On" noted on the first page of this Agreement. This is a guaranty of payment and not collection and will be effective without notice of acceptance by the beneficiary hereof.

Guarantor's Name (Please Print): Guarantor's Signature: DATE:

Legal Guardian: Any Member who is under the age of 18 must have a parent or legal guardian ("Legal Guardian"). Legal Guardian shall be jointly and severally liable for any and all obligations of such Member hereunder and shall be bound by all terms and conditions of this Agreement.

Legal Guardian's Name: Legal Guardian's Signature: DATE:

(NOTE: If this Agreement includes a "Member under the age of 18" we ask that you sign BOTH sections, as Member/ Guarantor AND Legal Guardian.)

(Please keep a copy of Agreement for your records.)

REV: 1/2013

NOTICE TO PURCHASER:

(1) DO NOT SIGN THIS CONTRACT UNTIL YOU READ IT OR IF IT CONTAINS BLANK SPACES.

(2) IF YOU DECIDE YOU DO NOT WISH TO REMAIN A MEMBER OF THIS HEALTH SPA, YOU MAY CANCEL THIS CONTRACT BY CONTACTING YOUR HUMAN RESOURCES DIRECTOR OR PLAN MANAGER BY MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY YOU SIGN THIS CONTRACT AND FILLING OUT A CORPORATE MEMBERSHIP CANCELLATION FORM, ALONG WITH ANY SUPPORTING DOCUMENTS IF NEEDED, STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE WRITTEN NOTICE/FORM MUST BE FAXED TO THE FOLLOWING FAX NUMBER: 866-499-1873, or EMAILED TO CorporateSalesCancellations@goldsgym.com.

(3) IF THE HEALTH SPA GOES OUT OF BUSINESS AND DOES NOT PROVIDE FACILITIES WITHIN 10 MILES OF THE FACILITY IN WHICH YOU ARE ENROLLED OR IF THE HEALTH SPA MOVES MORE THAN 10 MILES FROM THE FACILITY IN WHICH YOU ARE ENROLLED, YOU MAY CANCEL THIS CONTRACT BY MAILING BY CERTIFIED MAIL A WRITTEN NOTICE STATING YOUR DESIRE TO CANCEL THIS CONTRACT, ACCOMPANIED BY PROOF OF PAYMENT ON THE CONTRACT TO THE HEALTH SPA AT THE FOLLOWING ADDRESS: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 125 E. JOHN CARPENTER FREEWAY, STE. 1300, IRVING, TX 75062, or CorporateSalesCancellations@goldsgym.com.

(4) IF YOU DIE OR BECOME TOTALLY AND PERMANENTLY DISABLED AFTER THE DATE THIS CONTRACT TAKES EFFECT, YOU OR YOUR ESTATE MAY CANCEL THIS CONTRACT AND RECEIVE A PARTIAL REFUND OF YOUR UNUSED MEMBERSHIP FEE BY MAILING A NOTICE TO THE HEALTH SPA STATING YOUR DESIRE TO CANCEL THIS CONTRACT. THE HEALTH SPA MAY REQUIRE PROOF OF DISABILITY OR DEATH. THE WRITTEN NOTICE MUST BE MAILED BY CERTIFIED MAIL TO THE FOLLOWING ADDRESS: GOLD'S GYM, ATTN: CORPORATE SALES CANCELLATIONS, 125 E. JOHN CARPENTER FREEWAY, STE. 1300, IRVING, TX 75062, or CorporateSalesCancellations@goldsgym.com.

ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL: Member has joined the Gold's Gym location designated at the top of this Agreement. Gold's Gym will provide member with access to the clubs listed in Schedule A. Nothing in this agreement shall prohibit Gold's Gym from closing locations as determined in its sole discretion. Gold's Gym will determine in its sole discretion, which, if any, future gyms will be included in member's access. The hours of operation will be set by Gold's Gym and may be changed at any time in its sole discretion. Gold's Gym is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Gold's Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Gold's Gym and its subsidiaries. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing use of Gold's Gym's equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member acknowledges Member will adhere to the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. Gold's Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Gold's Gym may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Gold's Gym in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement of any kind is prohibited in or near Gold's Gym's facilities, unless such a document is first submitted and approved by the management of Gold's Gym.

LIABILITY FOR PERSONAL PROPERTY: Gold's Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Gold's Gym's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Gold's Gym for any damage to Gold's Gym's facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guests or invitees.

PAYMENT DEFAULT: If Member fails to pay any amount when due under this Agreement, Gold's Gym shall be entitled, at any time in its sole discretion, to suspend or cancel Member's membership and to require Member to immediately pay all past due balances. Suspension or cancellation shall not relieve Member from the obligation to pay any unpaid balances. Any payments owing from Member to Gold's Gym that are not received when due shall bear interest at the highest rate permitted by law. If Member fails to pay any amount to Gold's Gym when due, Member shall pay all costs and expenses of collection incurred by Gold's Gym, including reasonable attorney's fees and expenses.

HEALTH REPRESENTATIONS AND AGREEMENTS: Member represents and warrants to Gold's Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Gold's Gym's facilities. Member acknowledges that Gold's Gym has not given Member any medical advice before Member joined Gold's Gym and cannot give Member any such advice after Member joins Gold's Gym, whether related to Member's physical condition and ability to use the facilities and services of Gold's Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional prior to and while using Gold's Gym's facilities.

MISCELLANEOUS: (i) This Agreement shall be governed by the internal laws of the State of Alabama without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Gold's Gym. Consent may be withheld in Gold's Gym's absolute discretion, and (iv) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES: Unless otherwise specified in the Notice of Consumer Rights, this Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Gold's Gym.

AUTHORITY TO MODIFY CONTRACT: Employees are not authorized to make any changes to this Agreement or to make any independent agreement with any member. Member likewise cannot make alterations or changes to this Membership Agreement.

WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF GOLD'S GYM'S FACILITIES, EQUIPMENT, MERCHANDISE, SERVICES AND PROGRAMS (INCLUDING PERSONAL TRAINING) INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER'S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES AND TANNING BOOTHS OR PERSONAL TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, RUNNING TRACKS, SWIMMING POOLS, HOT TUBS, COURTS OR OTHER AREAS OF ANY GOLD'S GYM, (III) INJURIES ARISING FROM GOLD'S GYM'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT ANY GOLD'S GYM, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN ANY GOLD'S GYM FACILITIES, INCLUDING LOCKER ROOMS, STEAM ROOM, WHIRLPOOLS, HOT TUBS, SPAS, SAUNAS, SHOWERS AND DRESSING ROOMS. MEMBER ALSO WAIVES ALL CLAIMS AGAINST GOLD'S GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER ANY OF THE STATE'S CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER'S MEMBERSHIP.

ASSUMPTION OF RISK AND INDEMNIFICATION: Member acknowledges that (i) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) Gold's Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Gold's Gym nor any of its parents, subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify Gold's Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified party as and when incurred for any losses which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

_____	_____	DATE: _____
GOLD'S GYM EMPLOYEE NAME	GOLD'S GYM EMP. ID NO.	