

**DATE:**

**RECURRING DUES ALL CLUB MEMBERSHIP AGREEMENT**

**6<sup>th</sup> Sense LLC**

790 Ferrari Lane C, Ontario, CA 91764

**PARTIES TO THE AGREEMENT**

**CLUB INFORMATION:** - 6<sup>th</sup> Sense ("6<sup>th</sup> Sense LLC," "Company," "we," "our" or "us"), and its successors and assigns

**CLUB OF ENROLLMENT:** 6thSense Gym, 790 Ferrari Lane C, Ontario, CA 91764

**MEMBER INFORMATION:**

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

Address:

Birth Date: Gender: -

Home #: Cell #: Work #:

**BUYER INFORMATION:**(if different from Member; the Buyer is the person paying for services) As Detailed Above ("Buyer")

**SUMMARY OF TERMS AND ACCOUNT CHARGES**

**RECURRING DUES MEMBERSHIP BASICS**

-As a recurring dues member, you are agreeing to pay for your 6th Sense Gym membership on a recurring dues basis.

-If your recurring dues membership is for a term of one month or less, then you have a month-to-month membership ("M2M"). You may cancel your M2M membership at any time with a 30-day advance written notice.

-If your recurring dues membership is for a term greater than one month, then you have a fixed term membership ("Term"). Term memberships are subject to auto-renewal, and, with limited exception (as described below), may not be cancelled during the initial term.

-Your recurring dues billing will begin on As Detailed Above and will continue on the same day each month thereafter until you properly cancel per the terms of this Agreement.

-You expressly authorize 6th Sense LLC, or its third-party billing services provider, to draft your account each month for any dues, fees or other charges.

-Key Fob: First key fob is free, replacement after that will be \$5.

-Late Charge on payments will be \$25.

-Returned Item Fee will be \$35.

**CONSENT TO AUTO-RENEWAL** *(All references to "I" or "me" in this section shall refer to you)*

**M2M MEMBER:** I understand that my membership will continue to renew monthly until I properly cancel, that proper cancellation requires me to provide 6<sup>th</sup> Sense LLC with a 30-day advance written notice of cancellation, and that I will be expected to pay all dues, fees and charges associated with my account.

**TERM MEMBER:** I understand that my Agreement is for a fixed initial term and that, unless I provide 6<sup>th</sup> Sense LLC with a written notice of cancellation at least 30 days prior to the end of my initial term, my membership will automatically roll over to a month-to-month agreement cancellable at any time by me with a 30-day advance written notice. Once in auto-renewal, I consent to continue paying 6<sup>th</sup> Sense LLC dues in the amount of \$- per month, subject to all other terms of this Agreement.

Buyer's Acceptance: (signature)

Date:

## **AUTHORIZATION FOR PREAUTHORIZED PAYMENTS** *(All references to "I" or "me" in this section shall refer to you)*

By signing below, I am authorizing 6<sup>th</sup> Sense LLC 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, enrollment fees, membership dues, service charges, late fees, applicable taxes, and/or fees for uncollected monthly dues; (b) 6<sup>th</sup> Sense LLC 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 in the Payment Schedule; (d) this preauthorization will remain in effect until all of my payment obligations under the Agreement have been satisfied; and (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. I expressly authorize 6<sup>th</sup> Sense LLC, 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).

Buyer's Acceptance: (signature)

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## **CANCELLATION**

**RESCISSION. YOU MAY RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD (3RD) BUSINESS DAY AFTER THE DATE YOU SIGNED THE AGREEMENT. ALL RESCISSION NOTICES MUST BE MADE IN WRITING AND DELIVERED IN PERSON: 6<sup>th</sup> Sense LLC 790 N Ferrari Lane C, Ontario, CA 91764.**

**TERMINATION OF RECURRING DUES MEMBERSHIP.** If you are a M2M member, you may terminate this Agreement at any time by providing 6<sup>th</sup> Sense LLC with a 30-day advance written notice. There is no early termination fee for a M2M membership. If you are a Term member, unless you rescind or cancel your membership as stated in this Agreement, then your membership cannot be cancelled until the expiration of your fixed initial term. To avoid rolling over into auto-renewal, you must provide 6<sup>th</sup> Sense LLC with written notice of cancellation at least 30 days in advance of the expiration of the initial term. If your membership auto-renews, you may cancel at any time without penalty by providing 6<sup>th</sup> Sense LLC with a 30-day advance written notice. Whether you are a M2M or Term member, once 6<sup>th</sup> Sense LLC receives your written notice of cancellation, your membership will remain active until the expiration of your then-current billing cycle.

**REFUNDS.** If you properly rescind or cancel your membership, 6<sup>th</sup> Sense LLC will "turn off" the EFT/ACH draft on your account and you will not be charged a penalty or early-termination fee. Any refund due, if any, will be paid to you within the time prescribed by state law.

## **RELEASE OF LIABILITY; ASSUMPTION OF RISK; INDEMNITY**

USING THIS FACILITY OWNED BY - 6<sup>th</sup> Sense LLC, 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 6<sup>th</sup> Sense LLC, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE -, AND EACH OF THEIR RESPECTIVE AFFILIATES, AND EACH OF THE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, FRANCHISORS, 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 6<sup>th</sup> Sense LLC, INCLUDING ANY INJURY RELATING TO THE ORDINARY OR GROSS NEGLIGENCE, ACTUAL OR PASSIVE, OF THE RELEASEES OR ANYONE ACTING ON THE RELEASEES' BEHALF OR ANYONE USING 6<sup>th</sup> Sense, WHETHER RELATED TO EXERCISE OR NOT. IN CONSIDERATION OF YOUR BEING ABLE TO PARTICIPATE IN 6<sup>th</sup> Sense, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASEES 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 RELEASEES 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 RELEASEES 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 6<sup>th</sup> Sense 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 6<sup>th</sup> Sense.

## **GENERAL PROVISIONS**

**MEDICAL CONDITIONS.** BEFORE USING 6<sup>th</sup> Sense'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 6<sup>th</sup> Sense Gym AND SHALL INDEMNIFY 6<sup>th</sup> Sense LLC, ITS AFFILIATES, AGENTS AND EMPLOYEES, AGAINST ANY AND ALL DAMAGES ARISING OUT OF YOUR USE OF THE FACILITIES.

**PROOF OF MEMBERSHIP.** You will receive one KEY FOB (the "KEY FOB") from 6<sup>th</sup> Sense Gym and must be scanned at entry in order to gain access to the gym. Only one member allowed per key fob. Door must be closed after entering facility. ANYONE ATTEMPTING TO SNEAK IN A NON-MEMBER WILL IMMEDIATELY BE TERMINATED OF THEIR MEMBERSHIP.

**CUSTOMER SERVICE.** Any questions about this Agreement or issues with your membership can be directed to Mario Juarez manager at 6<sup>th</sup> Sense Gym 790 Ferrari Lane C, Ontario CA 91764

**CHANGE IN MEMBERSHIP OR BILLING INFORMATION.** You must promptly notify 6<sup>th</sup> Sense LLC in writing of any changes in your billing information, address or telephone number. You expressly permit 6<sup>th</sup> Sense LLC, or its authorized billing company, to obtain such updated information through payment card networks, card issuers or other third parties.

**SMOKING.** Smoking (including e-cigarettes, chewing tobacco, vapor pens) is prohibited at all times at 6<sup>th</sup> Sense Gym.

**DEFAULT AND LATE PAYMENTS.** Should you default on any payment obligation as called for in this Agreement, 6<sup>th</sup> Sense LLC 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 attorney 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. Subject to state and federal law.

**LOSS OF PROPERTY.** You and guests are encouraged not to bring valuables onto the premises of a 6<sup>th</sup> Sense Gym. 6<sup>th</sup> Sense LLC shall not be liable for the disappearance, loss, theft, or damage to personal property, including, among other things, money, jewelry, negotiable securities, and other items left by you or your guests.

**IMAGE USE.** You understand that while on 6<sup>th</sup> Sense LLC premises, your, or your minor child's image (including live or recorded video images), may be used or shown on the Reign Training Facility website or social media outlets (Facebook, Instagram, YouTube, etc.), and that by entering the premises you consent to the use of these images.

**NON-DISCRIMINATION.** 6<sup>th</sup> Sense LLC 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.

**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.

**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 6<sup>th</sup> Sense LLC, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, WILL BE RESOLVED, FIRST, THROUGH INFORMAL DISCUSSIONS WITH 6<sup>th</sup> Sense LLC; 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 6<sup>th</sup> Sense LLC 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. YOU ALSO AGREE NOT TO PARTICIPATE IN CLAIMS BROUGHT IN A PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT IF 6<sup>th</sup> Sense LLC IS A PARTY TO THAT PROCEEDING. IF YOU DO NOT WISH TO BE BOUND BY THIS DISPUTE RESOLUTION PROVISION, YOU MAY OPT OUT BY SENDING A WRITTEN NOTICE TO 6<sup>th</sup> Sense LLC AT 6<sup>th</sup> Sense LLC 790 Ferrari Lane C, Ontario, CA 91764 WITHIN 90 DAYS AFTER THE DAY YOU SIGN THIS AGREEMENT. MEDIATION COSTS MUST BE SPLIT EQUALLY. ARBITRATION COSTS WILL BE BORNE BY 6<sup>th</sup> Sense LLC IN AN AMOUNT AS FAIRLY DETERMINED BY THE ARBITRATOR.

**ENTIRE AGREEMENT.** Verbal agreements with a 6<sup>th</sup> Sense LLC employee will not be accepted as valid. Only this Agreement, and all rules and regulations of 6<sup>th</sup> Sense LLC, as revised from time to time, constitute the entire and exclusive agreement between you and 6<sup>th</sup> Sense LLC, and supersede all prior written and/or oral promises, representations, understandings and/or agreements relating to this membership purchase.

**INVALID PROVISIONS.** If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will be valid and enforceable.

**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.

**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.

**CONSENT TO CONTACT.** By signing below, you are giving 6<sup>th</sup> Sense LLC 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 at the number provided for any matter related to your account, including collection of monies owed, alerts and/or notices regarding your purchased services, and promotions that may be of interest to you. You expressly consent to receive autodialed and/or prerecorded messages from or on behalf of 6<sup>th</sup> Sense LLC 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.

Buyer's Acceptance: Date: \_\_\_\_\_

**COSIGNER(ONLY NEEDED IF MEMBER IS A MINOR)  
PARENT/GUARDIAN.:**

On behalf of my minor child and myself, I agree to all of the provisions of this Agreement, including the provision titled "Release of Liability; Assumption of Risk; Indemnity." I promise to pay any financial obligation that my minor child does not pay for any reason. I understand that my obligations can only end if the Member/guardian properly terminates this Agreement. I expressly agree to the Authorization for Preauthorized Payments described above.

Cosigner/Parent/Guardian Acceptance: (signature)

Date: