



Gold's Gym Houston Enrollment Form with Waiver
G&A Partners
Houston, Texas

Date _____ **Current member Yes No**

Employee Name _____ DOB _____ Gender M/F

Address _____
Street City State/Zip

Primary Phone # _____ Email _____

Emergency Contact Name _____

Emergency Contact Phone # _____

GENERAL: Member has joined the Gold's Gym Houston Franchise area locations. Gold's Gym may allow Member to use other Gold's Gym facilities at its sole discretion. Gold's Gym reserves the right to add or eliminate locations and facilities available to Member. 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 expressly reserves the right to add to, 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 PC Fitness, LLC, a franchisee of Gold's Gym Franchising, Inc. and its subsidiaries. Membership does not confer on Member any ownership interest in Gold's Gym or any of its property. For the sake of this agreement; Gold's Gym or Gold's Gyms-Houston, refers to any entity operating a Gold's Gym as a franchisee of Gold's Gym Franchising, Inc.

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 receipt of a copy of 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 dues paid to the date of cancellation.

POSTING OF PETITIONS, NOTICES, ETC.: The circulating or posting of a petition, notice, circular or statement or 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 Member's guests or invitees.

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 before using Gold's Gym facilities.

WAIVER OF LIABILITY; ASSUMPTION OF RISK: Member acknowledges that the use of Gold's Gym's facilities, equipment, services and programs 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 Gyms-Houston, a franchisee of Gold's Gym Franchising, Inc. any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assignees for any such personal injury (and no such person shall be liable for 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, (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 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 (iv) accidental injuries within any Gold's Gym facilities, including locker rooms, steam room, whirlpools, hot tubs, spas, saunas, showers and dressing rooms. Member acknowledges that (x) Gold's Gym does not manufacture any of the fitness or other equipment at its facilities and (y) 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 Gyms-Houston a franchisee or Gold's Gym Franchising, Inc., any of its 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 each of Gold's Gyms-Houston a franchisee of Gold's Gym Franchising, Inc., its 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.

Membership Terms and Agreements

MISCELLANEOUS: (i) This Agreement shall be governed by the internal laws of the State of Texas 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, (iv) if any term or provisions 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 and (v) all notices permitted or required to be given to Gold's Gym hereunder shall be given by certified mail, return receipt requested, addressed to the club at 6511 FM 1488, Magnolia, TX 77354 unless specifically stated otherwise.

Subject to applicable law, Member agrees that ABC Financial Services, Inc. may contact Member at any mailing address, phone number or e-mail address set forth on the face of this agreement, or any other address subsequently provided to or obtained by, ABC Financial Services.

Member may cancel this Agreement at any time by providing a 30-day written notice to terminate this membership to company Human Resource Representative. Such notice shall be accompanied by any membership key cards. Gold's Gym Houston will process any such request with notice provided by the Company.

Employee Signature

Date