

# Muletown Rec LLC

## Policies

### I. Introduction

#### A. Welcome

Muletown Rec LLC (“MTR”) is delighted to welcome you to our facilities, and we hope that you enjoy them. These Policies are part of your Membership or Guest Pass Agreement, and for your benefit, we have these Policies in order to make the experience as enjoyable as possible and for the safety and protection of everyone. We ask that you read these Policies and return frequently to review them as they may change from time to time without notice.

#### B. Code of Conduct

We seek to provide a family-oriented and safe environment for all. You are expected to act in a proper, respectful, and socially acceptable manner while at MTR’s facilities being mindful of other individuals’ physical and personal space. You may not engage in behavior or conduct that MTR, in its sole discretion, considers disrespectful, unruly, or inappropriate including, but not limited to, vulgarity, profanity, indecency, hostile behavior, harassing, stalking, badgering, antagonizing, taunting, threatening (physically or verbally), abusing (physically or verbally), fighting, touching, or otherwise acting in an aggressive, threatening, unsportsmanlike, indecent, or inappropriate manner towards any other individual whether such conduct is in person or otherwise communicated through all or any media. We will not tolerate theft, vandalism, or property destruction of any kind. MTR reserves the right to remove you from the facilities and/or revoke, cancel, suspend, or otherwise limit your Membership or Guest Pass, and/or notify law enforcement authorities if you engage in any conduct or behavior that MTR, in its sole discretion, considers inappropriate, indecent, unsafe, unlawful, or otherwise in violation of these Policies. Further, if you or your guest causes any damage to the facilities, you are liable for the cost of repair or replacement.

MTR holds its personnel to standards of professionalism and courtesy, and we expect the same from you. If you have any concerns as to this, please raise those concerns with the General Manager or Assistant General Manager.

#### C. Policy Updates

You may find the most recent version of these Policies at either [www.muletownrec.com](http://www.muletownrec.com) or the Front Desk. As these Policies may change from time to time without notice, we encourage you to review them frequently. All are responsible for compliance with these Policies at all times.

### II. Health & Safety

#### A. Illness, Sickness, Disease, or Infection

If you have any symptoms associated with, or you may have been exposed to a person with, a communicable, contagious, or otherwise transferrable or transmissible illness, sickness, or infection including, but not limited to, COVID-19 or the virus that causes it, SARS-CoV-2, or you otherwise pose a health risk to Participants, guests, staff, or the public at large on account of such status, you may not engage in any activities and will immediately remove yourself from the facilities. You must cover exposed lesions or rashes and follow all posted signs and applicable Policies, laws, rules, or regulations.

## **B. Cleaning**

MTR employs various cleaning, hygiene, disinfecting, and sanitation protocols related to the operation and maintenance of the facilities. These protocols are designed to be consistent with CDC guidelines, but there are still dangers, hazards, and risks of injury or damage including, but not limited to, illness, sickness, disease, and infection. These risks include, but are not limited to, contact or exposure to other Participants, guests, staff, or vendors who are ill, sick, or have disease, infection, impairment, or other injury as well as contact with or exposure to communicable or contagious diseases; infection or infectious agents; pathogens such as viruses, bacteria, fungi, mold, or other microorganisms; and other health dangers, hazards, and risks that can cause illness, sickness, disease, infection, impairment, or other injuries.

## **C. General Hygiene**

We expect you to uphold general personal hygiene standards. Please wash your hands regularly with soap and water for at least 20 seconds or use hand sanitizer containing at least 60% alcohol, especially after use of equipment or fixtures. Avoid touching your eyes, nose, and mouth with unwashed hands. Also please refrain from excessive use of scented oils, lotions, colognes, perfumes, or other fragrances out of respect for other Participants with fragrance or chemical sensitivities. It is also expected that you refrain from or avoid smelling of smoke or other substances upon entry or use of the facilities.

## **D. Injuries**

If you are injured while on the premises, please seek immediate assistance from a staff member. A staff member can provide or arrange for appropriate medical assistance and complete an incident report. MTR is not responsible for, nor will we consider reimbursement of any Participant or guest medical costs including, but not limited to, charges a Participant or guest may incur for emergency response services, ambulance, etc.

## **E. Physical Condition**

You represent that you are in good physical condition and have no health or medical reason or impairment that might prevent you from using MTR's facilities. MTR does not give: advice relating to an individual's physical condition, medical advice, or determine one's ability to use the facilities.

## **F. Consult with Your Medical Doctor**

We strongly encourage you to consult with your doctor and have a complete physical examination prior to beginning any new exercise or nutrition program. It is your responsibility to consult with your doctor before engaging in any activity such as weight training, cardio machines, or swimming. By using MTR's facilities, equipment, services, activities, events, or products, you

represent that you are healthy enough to engage safely in their use. You acknowledge that MTR does not provide medical advice.

**G. Abuse**

If you witness or become aware of any abuse (sexual, harassment, bullying, or otherwise) at the MTR facility, you are required to report immediately the same to MTR staff.

**III. Membership**

**A. Membership Rights & Responsibilities**

Your Membership or Guest Pass permits you to use the premises, facilities, equipment, classes, and services of MTR (however, some ancillary services are not included but are subject to separate charges, terms and conditions), and your fees are in exchange for such access, whether you use these access rights or not. Your Membership and Guest Pass are subject to all current Policies, rules, terms, conditions, and limitations set forth in your Application & Agreement, these Policies, and Waiver of Liability as all these may change from time to time, with or without notice. Your Membership or Guest Pass grant you no rights in MTR's management, MTR's ownership, or the operation of MTR. You have no rights to assign your Membership or Guest Pass or any element or part of them.

**B. Membership Freezes**

In the event that you have an injury or health issue arise during the initial twelve (12) month term of your Membership, you may freeze your Membership contract one (1) time for up to three (3) months by providing documentation satisfactory to MTR in its sole judgment from a medical doctor with a diagnosis stating your inability to utilize the MTR facility and the amount of time needed for the recovery from your injury and/or health issue (the "Freeze Option"). Once the Freeze Option is used, it cannot be used again. If you invoke the Freeze Option and comply with the terms set forth in this Section, you will not have to pay your Membership fees during the term of the Freeze Option. However, the Freeze Option does extend the initial term of your Membership; so for example, if you used the Freeze Option for a two (2) month period, the initial term of your Membership would be fourteen (14) months (the initial twelve (12) month term + the two (2) month Freeze Option period).

**C. Membership Cancellation**

You may cancel your Membership at MTR for the following reasons:

(1) Three-Day Cancellation Option. You may cancel your Membership with MTR for any reason or no reason within three (3) business days of your sign-up date, as permitted under Tennessee law. After the third business day following your sign-up date, this three-day cancellation option expires and is of no further force or effect.

(2) Relocation. In the event that you relocate more than sixty (60) miles from MTR, you may cancel your Membership with MTR if your account is current by: (a) providing thirty (30) days written notice; (b) supplying supporting documentation such as a utility bill with your new address, military deployment orders, or a new lease; and (c) paying an early termination fee of \$25.00 to MTR.

(3) Physical Disability or Illness; Death. In the event you have a physical disability or illness that arises after your sign-up date, you may cancel your Membership with MTR if your account is current by: (a) providing thirty (30) days written notice; (b) supplying supporting documentation from your physician stating that you suffered a physical disability or illness that precludes your use of the MTR facility for a minimum of twelve (12) months or (as applicable) your estate supplies a copy of your death certificate; and (c) paying an early termination fee of \$25.00 to MTR.

(4) Convenience. You may terminate your Membership at any time if your account is current by: (a) providing written notice to us; and (b) paying a termination fee equal to the total amount of your remaining Membership fees.

**NOTE THAT PAID-IN-FULL MEMBERSHIPS ARE NOT REFUNDABLE FOR ANY REASON OTHER THAN AS PERMITTED UNDER TENNESSEE LAW.**

In the event you elect to exercise one of your cancellation rights as outlined within this Section, you must submit your notice along with any required supporting documentation to:

Muletown Rec LLC  
Attn: Manager  
1446 Oak Springs Drive  
Columbia, TN 38401

Please include your full name and door code number, daytime phone number, and reason for cancellation in addition to any supporting documentation. We recommend sending your notice via certified mail.

**D. Primary Member**

The term “You” or “you” shall mean the person listed on MTR’s books and records as the Applicant (“Primary Member” or “the Primary Member” or “Guest Pass Guest” as the case may be) as well as other Members, Children (as defined below), and Guests (collectively, “Participants” or “the Participants”). The Applicant must be eighteen (18) years of age or older. Only the Applicant may exercise administrative rights with respect to the Membership, Guest Pass, Application & Agreement, Policies, and Waivers of Liability. These rights include, but are not limited to: Membership changes & cancellations, change of the method of payment, adding or subtracting Participants, and correcting or updating Membership information.

**E. Member(s)**

Participants are the Applicant, the Applicant/Primary Member’s spouse, Children, and other family members residing in the same residence as the Primary Member. These family members must be related by biology, marriage, or under legal guardianship.

MTR reserves the right (but not the obligation) to require documentation of co-habitation, familial/guardianship status, age, and residency.

**F. Children**

Children are those under the age of 18 who are the offspring, adopted child, and legal wards in whatever capacity of the Applicant and/or the Applicant’s spouse. A Participant or supervising

adult of a Child or Guest under age 13 must accompany the Child or Guest in all parts of the MTR facilities with the exception of classes or other group events which are run or monitored by an instructor or MTR employee – and only if the class or group event is one that specifically states that Participants and supervising adults are not required to stay in attendance with their Child.

All belongings of children must be labeled. MTR is not responsible for any lost, stolen, or damaged belongings.

We strictly require all minors of all ages to attend equipment training by one of our staff prior to utilizing any equipment. Please see an Account Manager at the Front Desk to schedule your training session. Upon completion, such will be documented in the minor's file.

If the Applicant is seeking a Day Pass, the Applicant is required to submit the Application & Agreement along with the Waiver of Liability for themselves and the Child.

#### **G. Disabled Members**

We welcome disabled Members to use our facilities. If a disabled Member must be accompanied by a Caregiver to reasonably accommodate the Member's use of the facilities, we require that the Caregiver complete a Waiver of Liability.

#### **H. Guests**

Currently, adult members are able to purchase Member Guest Passes which allow non-members to use MTR's facilities under the member's responsibility. Non-Member Guest Passes are available for purchase when an adult member is present. The adult member is able to purchase up to 4 Member Guest Passes for that visit. The adult member must accompany their Guests for the entirety of their visit. All Guests are subject to the Policies and must sign both an agreement related to the use of the facilities and a Waiver of Liability upon entry to the facilities. All Guests will be subject to our background check protocols.

#### **I. Day Passes**

Day Passes can be purchased on specific dates identified by Muletown Rec by individuals with no sponsoring Participant. All Day Pass applicants are subject to the Policies and must sign both an agreement related to the use of the facilities and a Waiver of Liability upon each entry to the facilities. All Day Pass users will be subject to our background check protocols.

#### **J. Membership Application**

(1) Background Checks. As part of your Application for Membership and periodically from time to time, in order to help enhance the safety of all in our facilities, MTR monitors for sexual offenders age 12 years and older at [www.nsopw.gov](http://www.nsopw.gov). Persons on the sex offender registry will not be eligible for Membership, Guest Pass access, program participation, or be allowed access to MTR's facilities. However, MTR waives all liability of all types and kinds with respect to individuals who evade these safeguards, for whatever reason, with or without negligence.

(2) Liability Waiver. Your use of the MTR facility is also conditioned upon your execution of MTR's Waiver of Liability, which Waiver of Liability is hereby incorporated by reference as though set forth herein. You agree that you will not use or patronize the MTR facility without executing a Waiver of Liability and updating it as MTR might require from time to time. Further, every individual must have a separate Waiver of Liability filled out. All adults under a Membership or

Guest Pass must sign a Waiver of Liability. Every minor under 18 years of age under a Membership or Guest Pass must have one signed by their parent or legal guardian; such Waiver of Liability to be executed in person or via our website. MTR will not accept any Waiver of Liability unless it is signed by the parent or legal guardian. MTR will not accept any Waivers of Liability sent by U.S. mail, fax, email, or any electronic means other than through the link: [www.waiverking.com/linkpage/muletownrec](http://www.waiverking.com/linkpage/muletownrec)

Should a Waiver of Liability for a child be executed by someone other than the child's parent or guardian, then that individual will be held unconditionally liable for any and all bodily injuries including death to that child or as that child may inflict upon others as well as any and all damages to property caused directly or indirectly by that child. That individual who executed the Waiver of Liability further expressly agrees to forever fully and completely indemnify and hold harmless MTR and its Personnel for all claims, demands, losses, costs, damages, and expenses arising from or pertaining to any bodily injury up to and including death of that child and others injured by that child and any damages to property caused directly or indirectly by that child.

## **K. Membership Fees**

Renewal and Dues. After the expiration of your initial one-year Membership term and if you are in compliance with your Membership Agreement and Policies, your Membership shall be automatically renewed on a month-to-month basis, and MTR reserves the right to increase your Membership dues and fees at its sole discretion with thirty (30) calendar days advance written notice of such increase (such notice can be posted in the MTR facility or sent by letter or email).

## **L. Payment Terms & Conditions**

(1) Authorization. You hereby authorize MTR to charge any amounts you owe MTR including, but not limited to, Membership related obligations, fees, penalties, payments for classes and ancillary services, rentals, retail transactions, online purchases, and any sales or other taxes as mandated by law.

(2) Due Date. (a) For any class or ancillary service that any Participant or Guests participate in (for example: swim lessons, swim team, camps, day care, facility rentals, or any events outside the standard activities included in your Membership), payment is due prior to the start of the class or ancillary service or you will not be allowed to participate. (b) Payment of your monthly fees is due on the date as marked in your Membership Application & Agreement. (c) Payment of any fees or other obligations incurred by the Participants or your Guests is due upon receipt of our invoice. Our fees do not include any taxes and you are responsible for payment of them. Further, if you are paying by credit card, a five dollar (\$5.00) transaction fee will also be included for your payment.

(3) Failure to Pay. If you fail to pay amounts due to MTR, we may in our sole discretion terminate or suspend your Membership and all the rights thereunder until you bring your account to good standing. As detailed below, failure to pay MTR when due may result in MTR undertaking collection efforts.

(4) Payment Changes. If there are any changes to your bank account, credit card or debit card that you have authorized us to use for payments of your obligations, you agree to notify us and provide new payment information within five (5) business days. Notwithstanding the foregoing, you authorize us to obtain a new expiration date (as and if applicable) from the bank and/or card issuer if we choose to do so and continue billing the same as in accordance with the

terms and conditions of your Membership Application & Agreement and these Policies (whether or not we have obtained a new expiration date).

(5) Chargebacks. In accordance with applicable law, if you revoke an authorized payment with your financial institution and payment is charged back, a \$35.00 service fee will be applied for each chargeback instance.

(6) Collections. In accordance with applicable law, if our first attempt to collect any fee under your Membership Application & Agreement and these Policies is unsuccessful, we may make additional attempts to collect from the payment methods you provided us, and a \$25.00 service fee will be applied for each instance we submit or resubmit such payment request and it is returned uncollectable for any reason including, but not limited to, insufficient funds, expired or cancelled payment cards, overdrafts, and closed accounts. We are not liable for any fees charged by your financial institution in the event a payment request is returned as uncollectable. Our additional attempts may include, without limitation, hiring a collection agency or attorney. In the event we retain a collection agency and/or an attorney to collect any balance owed to us by you, you agree to pay for our reasonable expenses incurred with collection efforts including without limitation collection agency fees, court costs, and reasonable attorney fees.

## **M. Refunds, Returns, & Exchanges**

All sales are final.

## **N. Communications**

You agree and hereby consent to MTR contacting you via telephone, email, text message, or other means for the purposes of notifying you of issues related to your Membership, billing information, or for automatic payment processing issues. By providing us with your contact information and signing the Membership Application & Agreement, you give your express written consent to receive Membership and billing-related communications from us or our authorized delegate to the extent permitted by applicable law including, but not limited to, the Telephone Consumer Protection Act and the Fair Debt Collection Practices Act.

## **O. Changes to the Policies**

From time to time, we may make changes to these Policies with or without notice. We may or may not post notice of any such changes in the facility. We may or may not provide written notice sent either through the mail or by email. Any such changes will take effect thirty (30) calendar days after such notice is either posted, mailed, or emailed, as the case may be. However, in the case of health and safety concerns or in response to governmental laws, rules, regulations, or other advisements, those changes will be effective immediately. Your continued use of MTR's facility and/or services shall constitute acceptance of these changes.

## **P. Your Information**

### (1) Marketing Communications

MTR may use your personal data to provide special offers, promotions, and information about MTR and its service offerings to you. We may also use your personal data to determine if you are eligible for certain offers – for example, discounts offered by your employer for our services. We may also send you newsletters and information about products, services, and promotions of our business partners and affiliates that we think may be of interest to you.

Where required by applicable law, we will obtain your consent to send you marketing communications. If you do not wish to receive any marketing communications, you can opt out of future communications by clicking on the unsubscribe link located on the bottom of the relevant communication. If you have established an account on the Digital Properties, you can also unsubscribe at any time by logging in and adjusting your communication preferences. Although we strive to update our communication lists as frequently as possible, you might receive additional promotional communications before we are able to remove you from our lists. If you are a Member, please note that even if you opt-out of receiving promotional communications, you will continue to receive administrative and operational communications regarding your Membership such as billing or closures.

(2) Contact Information

It is your responsibility to keep your contact information up to date. It is essential that we have your current address, phone number, and emergency contact information.

**Q. Check-In**

(1) Process

You are required to check in at the front desk upon entry to MTR's facilities following the check-in protocols in their entirety, as they may change from time to time. If you leave and re-enter the facilities, you will be required to check in again at the Front Desk. If you do not check in, we do not know you are in the building – which information is important in the event of an emergency.

(2) Identification

MTR reserves the right to require you to maintain a photo or copy of your photo identification on file with MTR and/or to show photo identification or otherwise verify your identity before entering the facilities.

(3) Good Standing

MTR reserves the right to prohibit you from accessing and entering the facilities if there are any outstanding past-due/overdue amounts payable to MTR or class instructors or your Membership is otherwise not in good standing. MTR reserves the right to terminate your agreement at any point, and you will remain responsible for any unpaid amounts thereunder.

(4) Guests

As part of your Membership, you may receive certain privileges to periodically bring Guests to the facility for special events or with a paid Membership Guest Pass. You must accompany your Guest/s, and all Guests are required to check in at the front desk following standard protocols, present proper photo identification, and sign both an agreement regarding the use of the facilities and a Waiver of Liability. Guests must comply with all applicable Policies while accessing and using the facilities. Without limiting any Policies, MTR, at its sole discretion, reserves the right to: (a) limit the facilities and/or hours available to Guests; (b) limit the number of times any one individual may access the facilities as a Guest; and (c) prevent any individual from accessing the facilities as a Guest.



## **Part IV. Use of Facilities**

### **A. Conduct**

#### *Non-Solicitation*

Unless expressly authorized by MTR, you may not solicit (whether in person, in writing, or by digital means) any Members, Guests, staff, or other individuals on the premises or during off-premises events including, but not limited to, solicitations for political or religious purposes, media interviews, business opportunities, or the sale of products or services.

#### *Leagues*

You may not organize your own informal or formal activity or any sports leagues, tournaments, or programs including, but not limited to, basketball, tennis, racquetball, soccer, tiddly-winks, poker, Pipfall, or other activity. MTR retains sole discretion to determine whether a Member or Guest is engaged in organizing or participating in such activity.

#### *Gambling*

Gambling is strictly forbidden.

#### *Illegal Activity*

Illegal activity of any nature cannot be tolerated and is therefore strictly prohibited.

#### *Other*

No hanging on basketball rims at any time. Any damages will be charged to the Member. Non-slip shoes are required at all times unless you are in a body of water.

### **B. Dress Code**

You must wear proper attire at all times, including shirts and shoes, unless noted in a specific area or as appropriate for a specific activity or class. We remind you that this is a family-friendly environment and immodest raiment is not encouraged.

### **C. Pool Party and Event Rental Policy**

1. All Pool & Aquatic policies apply to pool party and event rentals.
2. It is the client's responsibility to ensure that each parent and guardian understands the requirements of a properly executed Waiver of Liability and swim test for each participant.
3. No one will be allowed entry without a Waiver of Liability.
4. All swimmers under the age of 14 must pass a swim test. If the swimmer is a member and has on file that they have passed a swim test, then no additional swim test is required. Attendees can arrive 15 minutes prior to party start time in order to take the swim test, if needed.

5. For indoor pools, a child who does not pass the swim test must remain in water that is armpit level or lower and are not allowed to cross the first pool rope. Parents/guardians of these swimmers are responsible for keeping their child in their view at all times.
6. For outdoor pools, a child who does not pass the swim test must wear an approved floatation device or have a parent/guardian within arm's reach.
7. A child who has not passed the swim test may not use pool slides, aqua climb wall, or pool diving boards regardless of the presence of a parent or the use of a personal floatation device.
8. Participants are allowed access to only one body of water at a time unless the client reserved additional bodies of water or the Splash Pad. Participants are required to stay in the designated area rented for the event. Participants may not be in the gymnasium, on wellness floor equipment, or in group exercise classes.
9. If gifts and refreshments are planned, all attendees must exit the pool(s) for the final 30-45 minutes (depending on the size of the party) to allow time for gifts and refreshments. No one will be allowed back into the pool.
10. All children under the age of 7 must be directly supervised by their parent/guardian while on MTR property or at a MTR program location. If a parent/guardian is not planning to stay for the duration of the event, it is their responsibility to assign the right of supervision to an adult member of the event. If your child does not pass the swim test, you are required to stay on the property and supervise your child during the event.
11. Client and attendees are responsible for following MTR rules and Policies at all times.

#### **D. Use of Cameras and Cell Phones**

Any use of cellular phones and other mobile devices in photographic or video mode are absolutely prohibited in any locker room, bathroom, sauna, children's area.

Cellular phones and other mobile devices may not be used to take or place calls while in a sauna. Please use common courtesy when using mobile devices in other areas of the facilities.

#### **E. Lockers**

Be sure that your locker is secured before you leave it. MTR does not supply locks. If your lock uses a key, you must keep your locker key with you at all times without exception, including while swimming or showering. Do not leave your locker key unattended at any time, such as pinning it to a towel. If you use a combination lock, you are responsible for remembering your locker combination. You may use MTR's lockers only while you are on the premises, and you may not leave any personal belongings in a locker overnight. All locks left on lockers overnight will be removed. All items left in lockers overnight will be removed and given to charity. MTR is NOT responsible for any item that is left in the lockers or at the facility.

#### **F. Personal Property**

Small, personal items may be brought to the fitness floor or studio areas in a small, cinch-style bag 12" X 16" or smaller. Keep large workout bags, backpacks, coats, and personal belongings in a locker.

Do not bring or store any valuables on the premises including watches, jewelry, or large amounts of cash. Do not leave valuables in plain view in your vehicle, and please lock your vehicle.

MTR is not responsible or liable for any lost, stolen, or damaged personal property, whether from lockers, vehicles, or other locations on the premises. Staff members are not permitted to hold or watch your valuables for you.

## **G. Locker Rooms**

We expect proper etiquette in our locker rooms. You may not spit, sleep or engage in any sexual conduct in our locker rooms. For the comfort of all Members and Guests, please err on the side of modesty and cover up with a towel or appropriate clothing when using the sink area. You must dispose of towels in the designated container. No photography or cameras are allowed in any locker room.

## **H. Gender Identity and Locker Room & Bathroom Use**

With respect to gender identity, MTR follows all State and local laws, rules, and regulations (as such many change from time to time) on the use of locker rooms and bathrooms. When use of locker rooms and bathrooms is legally permitted based on gender identity, Members and Guests may use the locker room and bathroom for the gender with which they identify. When the laws do not permit use of locker rooms and bathrooms based on gender identity or are silent on gender identity, Members and Guests must use the locker room and bathroom that corresponds to the gender identified on their State-issued driver's license, government-issued ID, or birth certificate. There are also private bathrooms available.

## **I. Saunas**

The Pool policies apply for the saunas and hot tub.

All adjustments of the sauna equipment, particularly the heating stove, can be performed only by service personnel.

You may not shave in the saunas or use them in the nude. You may not pour water on the sauna heater. You may not hang clothes to dry in the saunas. You may not work out, wear rubber suits, or wear excessive clothing in the saunas.

Our saunas are considered quiet areas. Mobile phones may not be used to take or place calls while in the saunas. When using mobile phones for music or audio apps, headphones or earbuds are required.

Other Rules:

1. Time limit is 30 minutes
2. Do not drink alcohol.
3. Drink plenty of water.
4. Appropriate clothing must be worn.
5. Please use gender specific saunas.
6. It is your responsibility to consult with your MD prior to use of the sauna.
7. Use of the sauna is not recommended: directly after intensive endurance training; for people with circulatory disorders; for people suffering from diabetes; for people under the influence of alcohol; for pregnant women; for those with heart conditions, high blood pressure, or respiratory problems.
8. If you start to feel dizzy, nauseous, or have a headache, leave immediately.

9. Children under 14 not permitted.
10. Hot tub is not to be used for personal hygiene such as skin scrapping, exfoliating, nail clippings, oils, hair, etc.

## **J. Service Animals & Pets**

Service animals are animals that are individually trained to work or perform tasks for individuals with disabilities (“Service Animals”) or for law enforcement purposes (“Law Enforcement Animals”). Service Animals and Law Enforcement Animals are collectively “Exempt Animals”, and they are permitted to accompany Participants (or authorized Guests) with disabilities and law enforcement officials to all areas of the facilities open to Members. All Exempt Animals must be licensed, vaccinated, and have identification tags. All Exempt Animals must remain leashed and under control by the person responsible for that animal.

MTR may ask you to remove your Service Animal if, in MTR’s sole judgment: (a) the animal is not properly controlled and you do not take effective action to control it; (b) the animal is not housebroken; (c) the animal poses a direct or indirect threat to the health or safety of others; or (d) the animal’s behavior otherwise fundamentally alters the nature of the operations of the facilities impacting the benefits expected by the Members. You are responsible for the prompt removal of animal waste and any further required clean-up. MTR reserves the right to charge you for any actual damage caused by your Service Animal including damage to property, injury, and personal harm to any individual. For the safety of our Members and Service Animals, other pets and emotional support animals are not permitted in any area of the facilities.

## **K. Weapons**

Firearms and other weapons are strictly prohibited from being brought into MTR’s facilities, even if you have a permit to carry a concealed weapon.

## **L. Alcohol & Drugs**

You may not bring alcohol onto the premises of MTR nor consume any on the premises. You may not use any equipment, our facilities, or participate in any services, activities, programs, or classes while under the influence of alcohol. Violation of this rule may result in immediate expulsion from the premises, notification to the police, and cancellation of your Membership. These rules regarding alcohol are also applicable to all forms of marijuana/cannabis.

You may not bring any illegal drug on the premises including, but not limited to, anabolic steroids or other illegal growth-enhancing substance (hereafter individually “Illegal Drug” or collectively “Illegal Drugs”). You may not possess, smell of, use, distribute, or sell any Illegal Drug on the premises. You may not use any equipment, our facilities, or participate in any services, activities, programs, or classes while under the influence of any Illegal Drug. Violation of this rule may result in immediate expulsion from the premises, notification to the police, and cancellation of your Membership. These rules regarding Illegal Drugs are also applicable to all forms of marijuana/cannabis.

You should not use, or should stop using, any equipment, facilities, service, activity, programs, or classes if your prescription medication adversely impacts or influences your ability to safely use our equipment or facilities or participate in any service, activity, program, or class.

## **M. Smoking**

You may not smoke, chew, or use any tobacco or electronic cigarette products on MTR's premises including any outdoor areas (e.g., pools, sidewalks, or parking lot) or at any MTR event.

## **N. Food**

You may not bring your own food into MTR's facilities, but you may bring non-alcoholic liquids in clear, closeable, unbreakable containers only in the fitness area. These are prohibited in the swim and aquatics areas.

## **O. Storms, School Closings, & Holidays**

Your safety is our greatest concern, and if we deem it prudent, we will not hesitate to close the facilities in the event of adverse weather, power outages, or for other reasons. For holiday hours of operation, please check our website or call us. If you have any doubt whether we are open or not, please check the website or call us.

## **P. Member Access During Non-Business Hours**

Member access is only allowed during staffed, operating hours. Please reference the MTR website for operating hours.

## **Q. Fitness Floor**

### General Rules

1. You must be at least thirteen (13) years old to enter and use the fitness floor. Thirteen to seventeen year-olds must complete the Teen Equipment Orientation course prior to working out. Eleven and twelve year-olds may use the fitness floor if supervised by an adult.
2. You must follow all safety procedures for equipment use including, but not limited to, using safety clips or stops on mechanical equipment and refraining from dropping free weights. If you have any questions about the use of the equipment, please see a MTR staff member.
3. You may not reserve equipment for your personal use, such as using a towel, sign, or note unless otherwise permitted. Equipment may be reserved immediately prior to a scheduled activity by the instructor or MTR staff member, and you must honor those notices that the equipment has been reserved.
4. If you notice that equipment is in disrepair, do not use it. Please report it immediately to a MTR staff member. If you see a notice of the equipment that it is out of service, do not use it. MTR is not responsible for injuries sustained while using equipment, even in the event of equipment failure, malfunction, or disrepair.
5. You may not modify any fitness or other equipment from its intended use. You may not bring in personal equipment, mechanical or otherwise, unless first approved by MTR, at its sole discretion, and any such approval may be revoked at any time for any reason.

### Fitness Floor Etiquette

1. Please turn off, return, or replace equipment to its original condition and location when you are not using it or even temporarily not using it.
2. Please wipe down equipment with sanitary wipes both before and after use.

3. Considerate use of chalk is permitted on the weightlifting platforms only. Please clean any chalk from equipment after use.
4. Out of consideration for other Members, please avoid talking on cell phones on the fitness floor or free weight areas.
5. While resting or using your cell phone for non-voice activities between sets, please allow other Members to use the equipment.

## **R. Aquatics & Pools**

MTR has adopted Policies specifically for its indoor and outdoor aquatics areas (“Pool” or “Aquatics” area) for both your safety and enjoyment. These Policies supplement any posted rules and regulations. You must follow all Policies, rules, regulations, and directives at all times, whether they are written, posted, or delivered orally by a lifeguard or MTR staff member. Failure to do so may result in your removal from the Pool area or suspension or termination of Membership or access.

Special fees for aquatics-related classes or activities may be charged and must be paid prior to your participation in them.

### General Rules

1. Unless the child has passed the swim test, no more than one (1) Child under the age of twelve may be under the supervision of one adult while using the aquatics area.
2. During Family Swim Hours, Children under the age of twelve are allowed in the pool area when accompanied by an adult or Caregiver. At all times, an adult or Caregiver must be present at the same body of water the Children are in.
3. Swimming is allowed only when a lifeguard is present.
4. Children must be at least three (3) months old to be in the Pools.
5. Children who are three months to three years of age must wear swim diapers or be potty-trained in Pools and aquatic areas.
6. Breath-holding games or long underwater swims are not allowed.
7. Designated lap lanes are for swimming laps only; not play.
8. Appropriate swim attire is required in the Pools, whirlpools, and aquatics areas. No cutoffs or street wear are permitted.
9. A shirt and shorts (or cover-up) and shoes must be worn when exiting the locker room and/or Aquatics area to go to other areas of the facilities.
10. Running, wrestling, or other rough play is not allowed. No pushing or throwing people into the pool.
11. Diving, jumping, cannon-balling, and other similar forms of Pool entry are forbidden. No hanging on lap lanes.
12. Inappropriate language or behavior is not allowed.
13. As MTR is a family-oriented facility, appropriate Pool attire is required.
14. Lifeguards and all aquatics staff must be obeyed at all times. Failure to comply, whether written or verbal, may result in removal from the Aquatics area and/or suspension or revocation of Membership or access.
15. If lightning is spotted or thunder heard nearby, the outdoor Aquatics areas will be closed. All will be asked to clear the outdoor Pool deck until the lightning or thunder has left the area.
16. Strollers and chairs must be kept four (4) feet from the Pool area to ensure adequate visual and physical clearance for lifeguards.

17. Personal floatation devices are allowed as long as they are not inflatable and they attach securely to the body. Lifejackets are provided by MTR on a first-come, first-serve basis. Please return the lifejackets once you are finished with them.
18. No swimming is allowed in the area of water aerobics, swim lessons, or swim team, etc. while in session.
19. Swim breaks will be held every fifty (50) minutes for approximately ten (10) minutes in order to allow children, Members and lifeguards opportunity to use restrooms, apply sunscreen, rehydrate, and rest. Adults age 18 and older may remain in the pool during the rest period.
20. Everyone is required to obey and comply with all pool rules and those orders issued by lifeguards. When asked to exit the pool, please do so immediately.
21. Parent chairs must remain within 6 feet of the pool's edge and not obstruct the lifeguard's ability to observe the pool or access it.

### Aquatics & Pools Health Matters

1. Anyone who has or had diarrhea in the past two (2) weeks shall not use the pools or aquatics areas.
2. Anyone who has an area of exposed subepidermal tissue, open blisters, cuts, etc. is advised not to use the pool or aquatics areas.
3. Spitting, spouting of water, blowing or clearing the nose, and similar behavior is prohibited.
4. All diaper-aged children shall use swim diapers. You are not allowed to change diapers at poolside.

### Rules for Slides

1. Slide users must wait for the lifeguard to provide a "GO" signal before riding. Only one (1) user may be on the slide at a time. Slider must wait until the previous swimmer is out of the way of the slide's exit before sliding.
2. Slide users must be a minimum of 42 inches tall and able to swim quickly, confidently, and unaided to the exit ladder or to under the slide drop-off area rope.
3. Users must ride on their back or bottom, feet first, and keep arms and legs inside the slide at all times. No flotation devices on the slide.
4. For safety reasons, standing, stopping, turning, rotating, kneeling, and head-first riding are not allowed.
5. Upon exiting the slide, users must move quickly to the nearest ladder or to under the slide drop-off area rope. No one is allowed to catch sliders at the exit of the slide.
6. Posted slide rules and lifeguard instructions must be obeyed at all times.
7. All sliders must pass swim test before being allowed to slide.
8. No climbing on the outside of the pool. No diving from the slide.
9. No sharp objects or clothing with steel buttons, studs, or other abrasive materials. No facial or body jewelry. No glasses or sunglasses.
10. No shoes or flip-flops.
11. No pre-existing conditions such as medic alert bracelets for heart conditions, pregnancy, cuts, scrapes, bruises, bandages, bleeding, or any injury that could be reinjured.

### Splash Pad Policy

1. Pool & Slide Policies apply to the Splash Pad.

2. The following activities and items are not permitted in the Splash Pad area:
  - climbing, sitting, and playing on Splash Pad apparatus
  - drinking Splash Pad water, spitting, or spouting water from the mouth
  - running, rough play, and profanity
  - inflatable pool toys, athletic and other recreation equipment
  - food, candy, gum, beverages, and glass containers
  - soaps, detergents, and shampoos

### Required Youth Swim Test Policy

1. All swimmers 14 and under must pass a swim test before they can be in any MTR pool area without direct adult supervision.
2. Parents/guardians of swimmers under age 12 who pass the test MUST remain on-site at the pool.
3. All swimmers 13 and older who have passed the test may swim in any pool on their own.
4. Youth who have NOT passed the swim test are NOT permitted to use the outdoor slide or use pool diving blocks regardless of the presence of a parent or the use of a personal floatation device.
5. Swimmers who do NOT pass the swim test MUST remain within arm's reach of an adult or stay in water that is armpit level or lower. Alternatively, a parent may be in another part of the pool if the child is wearing a Coast Guard approved personal floatation device.

### Required Youth Swim Test

25 yard swim; during which the minor is asked to achieve the following:

1. Jump into the pool, submerge fully, return to the surface, and immediately begin swimming without pushing off the wall or lane rope.
2. Swim in a horizontal position on top of the water using a forward crawl or breaststroke.
3. The swimmer's arms must reach full extension on every stroke, and the swimmer must maintain one or both strokes for the full 25 yard swim. Pausing is only allowed when the swimmer is rotating or turning to breathe.
4. Exit the pool without assistance using either the wall or pool ladder.

## **S. Classes**

### Classes & Ancillary Services

From time to time, MTR may offer various classes and ancillary services at various levels (i.e., introductory to advanced) in such areas as including, but not limited to, personal training, strength training, cardio, flexibility, balance, mind/body, Zumba, dance, and yoga.

### General Etiquette

1. We request that you arrive for class a few minutes early in order to check in and to prepare your space or equipment (e.g., bike, yoga mat, weights, etc.).
2. The warm-up at the outset of the class is an important part of the work-out.
3. If you arrive late, please enter the class quietly and appropriately.



4. Because classes are designed as group activities, you should follow the instructor's routines or instructions, consistent with your personal abilities and limits.
5. You must wait for a class to conclude before entering the studio to prepare for the next scheduled class.
6. Please wear attire and (except for yoga) shoes appropriate for the class. After class, please wipe down and return all equipment to its proper place.
7. Only MTR staff may operate the stereo and lighting equipment.

### Outside Trainers

Use of personal trainers who are not employed or sponsored by MTR is strictly prohibited. You may not provide personal training services to, or receive personal training services from, any other person, regardless of whether or not a fee is charged.

### Payment Terms

Payment in full is due prior to the class.

## **T. KidsFit**

1. Signup at the Front Desk is required for a child.
2. Parents and/or legal guardians noted in the child's account are the only adults authorized to sign a child into youth activities and are required to remain on-site. Only they can sign the child out or pick them up.
3. A parent will be notified if their child is unruly, inconsolable, or hurt. It is the responsibility of the parent to make sure their child uses the restroom prior to being dropped off. If your child needs to use the restroom, the parent will be contacted and are responsible to take care of their child.
4. The child's belongings must be labeled. MTR is not responsible for any lost, stolen, or damaged belongings.
5. KidsFit is a fun, structured, adult-organized, age-appropriate group exercise/activity class for children 6-12 years old. In this class, they will be supervised and taught how to build strength, speed, flexibility, teamwork, self-confidence, body awareness, and learn some of the key nutrition principles that will help them for a lifetime of health – all while having fun! The children participating need to be signed in at the Front Desk by a parent or guardian and follow the same protocol as required of Members. There is no additional fee for KidsFit to Members who have the child on their contract.
6. Children participating in a paid program (swim lessons, private lesson, swim team, etc.) will be allowed to be left in the care of the instructor for the scheduled lesson, but parents will be required to leave an emergency phone number and be able to get to the facility within 15 minutes.

## **U. Website & Wireless Network**

### In General

By accessing the MTR wireless network, you agree not to use the MTR wireless network to transmit any material that violates any applicable laws, rules, or regulations or to defame, harm, or threaten or attempt to harm other persons, businesses, or other entities. You also agree not to use our wireless network to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of MTR or any third party. You agree not to violate the security or integrity of our wireless network or to use our network to violate the security or integrity of any other network. Any such acts may result in the termination of your Membership and your ability to access our facilities as well as criminal and civil liabilities. Use of this wireless connection is entirely at your risk, and MTR disclaims all liability for loss of confidential information or damages resulting from that loss. We make no promises, representations, or warranties of any kind concerning the suitability or security of this service and specifically disclaim all warranties of fitness for a particular purpose or the security of the network. The wireless service is provided "As is". You will remain connected to the MTR wireless network until you disconnect and will connect or be asked to connect automatically upon entering into the MTR wireless network radius. By using the wireless service, you agree to indemnify us, our staff, officers, members, managers, agents, Members, and Guests against all claims, demands, losses, damages, costs, and expenses made against or incurred, suffered or sustained arising out of your use of the wireless service and agree that in no event will we be liable for any damages including, but not limited to, any direct, indirect, special, incidental, consequential, or punitive damages arising out of or in connection with your use of or inability to use the wireless service. We may block access or terminate the wireless service at any time and for any reason, and we assume no liability for doing so. We may record information about your usage of our network and may use or disclose such information, when appropriate, to comply with the law or to protect the rights, property, or safety of MTR and others including, but not limited to, staff, officers, managers, agents, Members, and Guests.

- V. Lost and Found.** If you lose something on site, promptly check the Lost and Found area to see if the item has been retrieved. We hold items found within the facility in Lost and Found for just one week, and unclaimed items are either donated to charity or disposed of. MTR is not responsible for any lost, stolen or damaged property.
  
- W. Facilities & Services.** MTR reserves the right at any time to remove, discontinue, repair, or replace the equipment available without any effect on the Application & Agreement. MTR also reserves the right to make changes to the type or quality of the equipment, programs, or services offered and to alter the hours of operation at its sole discretion. You acknowledge and agree that the equipment, programs, and services currently available are subject to change from time to time and are offered on a limited basis.

## **Part V. Miscellaneous Provisions**

- A. Governing Law and Venue.** The Agreement and these Policies shall be governed by and construed in accordance with the laws of the State of Tennessee, U.S.A. without regard to conflict of laws principles. You irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court sitting in the State of Tennessee, U.S.A. over any suit, action, or proceeding arising out of or relating to this Agreement.
  
- B. Incorporation into the Application & Agreement.** These Policies are incorporated by reference into the Application & Agreement (referred to either as "Application & Agreement" or "Agreement").

**C. Indemnification.** You agree to indemnify MTR for any damage to property, injury you inflict whether intentionally or negligently on and person and that person places a claim(s) against MTR for the injury you inflicted, all costs and expenses pertaining to or arising from your acts including, but not limited to medical expenses, wrongful death damages, and attorneys fees.

**D. Limitation of Liability**

**(A)** IN NO EVENT SHALL MTR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THE AGREEMENT, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT MTR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (iv) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

**(B)** IN NO EVENT SHALL MTR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT AND THESE POLICIES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO TIMES THE TOTAL OF THE AMOUNTS PAID TO MTR UNDER THE AGREEMENT FOR THE PREVIOUS YEAR DATED FROM THE TIME OF THE INCIDENT LEADING TO THE CLAIM.

**E. Entire Agreement**

The Agreement which includes these Policies sets forth the entire agreement between you and MTR as to the subject matter of Membership at MTR, and supersedes all prior agreements, commitments, representations, writings, and discussions between the parties, whether written or oral. It is expressly understood that no representations, promises, warranties or agreements have been made by either party except as the same are set forth in the Agreement. Except as otherwise provided for in the Agreement or these Policies, the Agreement may not be amended except in writing and signed by the proper and duly authorized representatives of the parties.

**F. Miscellaneous**

All amounts are in U.S. Dollars. Any claim arising out of or relating to the Agreement shall be brought not later than one (1) year after such breach or such claim accrued. Headings and captions are meant for convenience only. The Agreement is binding on and inures to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. If any provision of the Agreement shall be deemed invalid, illegal or unenforceable, such will not affect the validity, legality or enforceability of the remaining provisions. In the Agreement, unless the context otherwise requires: **(1)** singular includes plural and vice versa; **(2)** person includes reference to any company, corporation, firm, association of persons, governmental agency, or other entity; and **(3)** reference to one gender includes reference to all genders. No change, amendment, alteration, rescission, termination, notice of termination, discharge, abandonment, or waiver of the Agreement or any of the provisions hereof, nor any representation, promise, or condition relating to the Agreement or these Policies will be binding unless made in writing and signed by the Parties hereto.

**Part VI. Provisions Required by Tennessee Law**

The following provisions are required to be included by Tennessee Law. T.C.A. §47-18-305 BUYER'S RIGHT TO CANCEL.

a. You (the buyer) may cancel this agreement by sending notice of your wish to cancel to Muletown Rec LLC before midnight of the third day (excluding Saturdays, Sundays, and legal holidays) after the day you signed this agreement. This notice must be sent either in person or by registered mail to the following address: 1446 Oak Springs Drive, Columbia, TN 38401. Within thirty (30) days after receipt of the notice of cancellation, Muletown Rec LLC will return any payments made and any note executed by you in connection with the agreement.

b. SHOULD YOU (THE BUYER) CHOOSE TO PAY THIS AGREEMENT IN FULL, BE AWARE THAT YOU ARE PAYING FOR FUTURE SERVICES AND MAY BE RISKING LOSS OF YOUR MONEY IN THE EVENT THIS HEALTH CLUB CEASES TO CONDUCT BUSINESS.

c. IN ADDITION TO ANY OTHER REMEDIES PROVIDED BY LAW, IN THE EVENT THIS HEALTH CLUB CEASES OPERATION AND FAILS TO OFFER YOU (THE BUYER) AN ALTERNATE LOCATION WITHIN FIFTEEN (15) MILES, WITH NO ADDITIONAL COST TO YOU, THEN NO FURTHER PAYMENTS SHALL BE DUE TO ANYONE, INCLUDING ANY PURCHASER OF ANY NOTE ASSOCIATED WITH OR CONTAINED IN THIS CONTRACT.

d. STATE LAW REQUIRES THAT HEALTH CLUB AGREEMENTS BE PAYABLE ONLY IN THE FOLLOWING MANNER, AND ANY HEALTH CLUB WHICH ENTERS INTO HEALTH CLUB AGREEMENTS SHALL OFFER BOTH PAYMENT OPTIONS AT THE SAME PRICE, EXCLUDING INTEREST OR FINANCE CHARGES OR OTHER EQUIVALENT CHARGES WHICH SHALL NOT EXCEED EIGHTEEN PERCENT (18%) OF THE TOTAL CONTRACT PRICE:

- i. Full payment within ninety (90) days after entering into the health club agreement; or
- ii. Equal monthly installments with any down payment (unless exempt as provided by law) limited to thirty percent (30%) of the total cost of the agreement. Prepayment is allowed at any time with full refund of unearned finance charges.

e. THIS CONTRACT DOES NOT CONTAIN ANY PAYMENTS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ENROLLMENT FEES, MEMBERSHIP FEES, OR ANY OTHER DIRECT PAYMENTS TO THE HEALTH CLUB, OTHER THAN FULL PAYMENT FOR THE HEALTH CLUB AGREEMENT OR MONTHLY INSTALLMENT PAYMENTS WITH ANY DOWN PAYMENT (UNLESS EXEMPT AS PROVIDED BY LAW) LIMITED TO THIRTY PERCENT (30%) OF THE TOTAL COST OF THE AGREEMENT, AND, IN THE CASE OF INSTALLMENT PAYMENTS WHICH ARE NOT MADE BY ELECTRONIC FUND TRANSFER OR CASH, AN ADMINISTRATIVE CHARGE, NOT TO EXCEED FIVE DOLLARS (\$5.00) FOR EACH BILLING PERIOD.

f. THERE ARE NO AUTOMATIC OR LIFETIME RENEWALS OF THE TERM INCIDENT TO THE TERM OF THIS CONTRACT. IF THE HEALTH CLUB PROVIDES FOR A RENEWAL OPTION, SUCH OPTION MUST BE AFFIRMATIVELY AGREED TO IN WRITING BY THE BUYER AT THE BEGINNING OF THE RENEWAL PERIOD. IF THE HEALTH CLUB FACILITY IS LESS THAN OR EQUAL TO TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR SEVENTY-FIVE DOLLARS (\$75), WHICHEVER IS GREATER. HOWEVER, IF THE HEALTH CLUB FACILITY IS GREATER THAN TEN THOUSAND (10,000) SQUARE FEET (GROSS) OF BUILDING SPACE, THEN THE ANNUAL COST OF SUCH RENEWAL SHALL NOT BE LESS THAN THIRTY PERCENT (30%) OF THE ANNUALIZED COST OF THE BASE MEMBERSHIP CONTRACT OR ONE HUNDRED TWENTY-FIVE DOLLARS (\$125), WHICHEVER IS GREATER. PAYMENT OF ANY RENEWAL SHALL BE MADE AS REQUIRED BY TENNESSEE CODE ANNOTATED, SECTION 47-18-305(a)(5)(B)(ii).

**g. A CONTRACT OR AGREEMENT MAY HAVE A CONTINUING PROVISION OR STIPULATION THAT PROVIDES FOR A MONTH TO MONTH CONTINUATION OF THE INITIAL TERM OF THE AGREEMENT PROVIDED THE BUYER HAS THE RIGHT TO CANCEL THE CONTINUING PORTION OF THE AGREEMENT AFTER FULFILLING THE ORIGINAL TERM OF THE AGREEMENT BY TENDERING THIRTY (30) DAYS WRITTEN NOTICE OF SUCH INTENT TO THE OPERATOR BY REGISTERED MAIL. IF SUCH CONTRACTUAL OBLIGATION HAS A CONTINUING PROVISION OR STIPULATION, NOTIFICATION MUST BE SENT BY THE HEALTH CLUB OPERATOR TO CONFIRM THAT THE ORIGINAL OBLIGATION WAS FULFILLED AND TO REAFFIRM THE MONTH TO MONTH OR CONTINUING PROVISION OR STIPULATION. SUCH NOTIFICATION SHALL ALSO INCLUDE NOTICE OF THE BUYER'S RIGHT TO CANCEL THE CONTINUING MONTH-TO-MONTH OBLIGATION UPON THIRTY (30) DAYS' WRITTEN NOTICE SENT BY THE BUYER TO THE OPERATOR BY REGISTERED MAIL.**

**h. ANY RENEWAL RIGHT GRANTED UNDER THIS CONTRACT SHALL EXPIRE ON THE FINAL DAY OF THE AGREEMENT. HOWEVER, THE BUYER SHALL HAVE A THIRTY (30) DAY GRACE PERIOD FROM THE DATE OF THE EXPIRATION OF THE RENEWAL RIGHT IN WHICH TO EXERCISE ANY RENEWAL RIGHT GRANTED TO THE BUYER UNDER THIS CONTRACT. THE OPERATOR SHALL HAVE THE RIGHT TO CHARGE A LATE PENALTY OF UP TO \$25 IF THE RENEWAL RIGHTS ARE NOT EXERCISED ON OR BEFORE THE EXPIRATION DATE AS STIPULATED IN THE AGREEMENT OR ANY FUTURE RENEWAL PERIODS.**