



FORTHRIGHT FITNESS

1203 14th Ave.
Longview, WA 98632

MEMBER AGREEMENT, TERMS & CONDITIONS: Updated 7/8/2024

I. GENERAL POLICIES AND PROCEDURES

A. Forthright Fitness shall have the unqualified right to make such rules, regulations, and restrictions in the use of the facilities property as it may deem necessary.

A1. While Forthright Fitness is an inclusive business, Forthright Fitness reserves the right to refuse service to anyone especially when the safety, security, or health of Forthright Fitness' community may be compromised per business Ownership's discretion.

B. All signs posted in the facility shall be considered as part of the rules and regulations.

C. No member of Forthright Fitness shall advertise or permit her or his membership to be advertised for sale. Memberships are non-transferable and non-voting.

D. It is a requirement that each member maintains a credit card or ACH method of payment on file. It is the responsibility of the member to update payment information if changes occur. Failure to pay membership dues or additional fees may lead to expulsion of membership from Forthright Fitness if not handled within 30 days of the failed transaction date. Members may not maintain a negative account balance of more than \$10 dollars for more than 30 days. Collection efforts will occur for members carrying a negative account balance due to unsuccessful transactions.

E. Charges and fees for services and facilities are subject to change as deemed necessary by Forthright Fitness.

E1. Method of payment must be verifiably tied to a valid personal billing address. (shelters, hotels, motels PO Box not accepted)

F. In the event it is deemed advantageous to Forthright Fitness to change or expand the facilities thereof, the facility may temporarily close for construction and will make reasonable efforts to substitute another facility for its members until such construction is completed.

G. Cancel policies:

G1. Please provide written notice of cancellation (via email or in person) 5 days prior to your billing date. If you are within 5 days, you will be billed one last time before your membership expires and will have access to facilities until the end of the billing period. At the time of cancellation, member is responsible for paying any negative balance amount that may be on their account.

G2. If a member has relocated and can provide proof of move acceptable to Forthright Fitness, the member shall be relieved from the obligation of making payment for services other than those received prior to the move. There are no refunds provided for unused sessions that may have been purchased before relocation.

2. If membership is canceled for temporary purposes, members are unable to re-redeem any trial offers as they are one time use per individual.

3. If the member dies or is permanently disabled, and is therefore unable to receive all services for which they have contracted, they and their estate shall be relieved from the obligation of making payments for services other than those received prior to death or onset of disability. If a member has prepaid for any services and has died or become permanently disabled, the remaining sum allocable to service the member has not received shall be promptly refunded to them or their representative. As used herein, the term "Disability" means a condition which prevents the member from physically using the facilities, and such condition is verified by a physician and "Permanent" means for more than six months or less than the term of her or his membership agreement will be extended by the duration of the disability. During the term of such disability, the member will not be required to pay dues: neither will she or he be entitled to receive services.

4. Memberships are not Transferable.

5. Late Policy, Waitlist & Class Cancellation Policy (REV. 7/6/2024) – Group fitness classes require advance booking and reservation, and you will not be permitted to participate in these classes unless you have properly booked and reserved your spot.

5A. Forthright Fitness may give away your reserved spot if you are not in the class at class start time.

5B. If you book online and/or on the mobile app, you may cancel a booked class up to (12) hours before the class starts. If you cancel within this (12) hour timeframe this is considered a "late cancel" and you will lose a class from your membership or class pack.

5C. Failure to late cancel your reservation within the (12) hour late cancellation window will result in a loss of the class from your membership or class pack. Each member is allowed (1) reversal of a class removal from your membership or class pack due to late cancellation or no-show per rolling year.

5D. Members without reservations may attend classes if there is space available in the class after all reserved members have been accommodated. If the class is fully reserved, you can place your name on the waitlist.

5E. Participants more than (5) minutes late to a class may not be permitted entry to class and will lose a class from their membership / class pack. This is at the discretion of the coach leading the class.

5F. Members may be enrolled into a class from a waitlist up to (3) hours before class starts. Being removed from a waitlist and enrolled into class is an automated process. If a member is on a waitlist the expectation is to show up to class if enrolled. If a member is on a waitlist and is unable to attend a class it is the responsibility of the member to remove themselves from the waitlist outside of the (12) hour late cancellation window to avoid losing a class from their membership / class pack. Remaining on a waitlist = planning to go to class.

5G. This policy has been implemented to ensure a safe and enjoyable workout for all and serve those who are paying for group class privileges. Class capacities will not be exceeded. Please do not enter if a stop sign is posted at the studio entrance.

H. Any member who is loud, offensive, or bothersome to other members or behaves otherwise in an unbecoming manner or who is cited for infraction of rules and regulations may be suspended or expelled from Forthright Fitness. It is the right of Forthright Fitness to terminate a membership and permanently ban use of facilities to anyone at any time in the event that a Forthright Fitness staff, or a Forthright Fitness member(s) health / safety may be threatened. Forthright Fitness has a zero tolerance policy against harassment of any kind and will not allow it to occur in its facilities. In the event that there is conflict between multiple parties, Forthright Fitness may refuse continued membership to all parties involved in a conflict. In the event of termination, the unused portion of any advanced payment shall be forfeited to the facility.

H1. In the event a Forthright Fitness member or guest is disrespectful to any Forthright Fitness staff, their membership may be terminated and they can be banned from having access to the Forthright Fitness Facility. In the event of termination, the unused portion of any advanced payment shall be forfeited to the facility.

I. In the event that a member becomes temporarily disabled and, therefore, is not able to use the services and facilities of Forthright Fitness, the membership term will be extended for a period equal to the length of the temporary disability.

J. Schedule

J1. Hours of operation are posted at Forthright Fitness and are subject to change as facility utilization dictates.

J2. Forthright Fitness may change the class schedule at any time. In the event a class is attended with less than 5 participants for 2 weeks in a row, Forthright Fitness may

cancel the class as scheduled at their discretion.

K. Smoke-Free & Drug-Free Environment - Forthright Fitness is committed to the health of its employees and members. Smoking or the use of drugs (including marijuana) is not permitted anywhere in the Forthright Fitness Facility and all enclosed or outdoor areas of the facility, including the entrance area immediately outside the front door. This applies to all smoking tobacco products, i.e., cigarettes, cigars, vapes and pipes.

L. All members must check-in with their coach upon arrival at Forthright Fitness.

M. Forthright Fitness services may only be used by members and in good standing. A member whose Forthright Fitness membership has expired must renew in order to take advantage of her or his privileges.

N. Forthright Fitness is not responsible for lost or stolen items. Items found are immediately placed in lost and found. Lost and found may be kept for up to 2 months before removed from the facility.

O. Any notice required or permitted to be given to you shall be considered duly given when personally delivered to you or mailed to your address as it appears on your membership agreement or as subsequently changed by written notice to Forthright Fitness.

P. No solicitation allowed in facilities or parking lots.

Q. When the master agreement (paying the higher price) cancels their agreement, the second person on the family agreement will assume the master agreement dues.

R. All guests must be a valid, legal resident with an acceptable established personal, and verifiable billing address. (House, Apartment, Duplex, Town House)

S. It is a requirement that all Forthright Fitness members have a photo on file with no obstructed view of their face or top of their head. This is for the safety and security of all Forthright Fitness members, guests and staff.

II. Forthright Fitness Facility

A. Members must wear shirts (covering the chest and back) in all public areas of the facility during non-class times. Shirts may be removed at the discretion of the member during classes. A member may be asked to put their shirt back on by Forthright Fitness Staff if removal of one's shirt is accompanied by inappropriate behavior(s) at the staff's discretion.

B. Footwear (i.e. tennis or athletic shoes) must be worn at all times, with the exception of attending a "barefoot" programmed class. See class descriptions at forthrightfitness.com for more info on footwear expectations per class. Open Toe footwear is allowed in public areas

but is not permitted while attending Circuit and/or Ride classes.

C. Members must be properly attired in standard workout clothes during class times (i.e. tights, gym shorts, track suits) while in the exercise areas (i.e. cycling studio and classroom space). Jeans, work boots, and other nonathletic attire are not permitted in exercise areas.

D. While working out please use proper gym etiquette. Consult with a Forthright Fitness employee if there are any questions.

E. Profanity may occur in the facility by staff, in music lyrics, and/or in video content. Forthright Fitness is an adult studio intended for adults where the expectation is for Forthright Fitness staff and members to conduct themselves as adults in regard to profanity as deemed by Forthright Fitness Ownership.

F. Use of equipment should be instructed by a Forthright Fitness employee.

G. Return weights to proper racks when finished.

H. Have a "spotter" when using heavy weights.

I. No littering or leaving debris anywhere in the studio. Please dispose of trash in appropriate receptacles.

J. Members who sweat profusely are asked to use towels when using equipment

K. No dropping or throwing of weights.

L. Use of hair dyes in the facility is strictly forbidden.

M. Eating and/or drinking is permitted in the community gathering area only. Please do not eat and/or drink in the cycling studio or classroom other than what is in your closed lid water bottle or shaker.

N. Belongings may not be left in lockers overnight. Forthright Fitness does not accept responsibility for items removed from lockers.

O. Personal Property and belongings (i.e. gym bags, purses, extra clothing, etc.) are not allowed in the cycling studio or fitness classroom. You should avoid bringing valuables into premises. To the maximum extent permitted by law, Forthright Fitness will not be liable for the loss or theft of, or damage to, any personal property of you or your guests, including without limitation any items left in lockers, studios, or anywhere else in the facility.

P. Chalk is not allowed to be used in the gym.

Q. We recognize that many of our members are skilled and advanced in their workout techniques and encourage a community environment where members contribute and assist their fellow members in those workouts. However, any member or guest not employed by or contracted by Forthright Fitness as a personal trainer is prohibited from engaging in Personal Training, Private Coaching, Team Coaching, Physical Therapy or any related activity at Forthright Fitness. Forthright Fitness reserves the right, in its sole and absolute discretion, to determine whether any act violates this prohibition.

R. Sexual relations are prohibited on the premises.

S. A member or prospective member must represent and maintain acceptable personal hygiene. Guests and members can be removed, and membership may be terminated or refused for being unkempt at the discretion of Forthright Fitness Ownership.

T. A member or guest may be refused if they in any way make comments that make staff or members uncomfortable.

U. No Cell Phone and Camera Use in Private Areas – using cell phones, cameras or any other recording devices in Forthright Fitness dressing stalls or public restrooms is strictly prohibited and illegal in the State of Washington per Washington State Law RCW 9A.44.115

U1. Using cell phones, cameras and other recording devices during group fitness classes is allowed by Forthright Fitness Staff for the use of promotional assets. See the photo release document for more information.

U2. Other Cell Phone and Camera Use: As a courtesy to other members, you may not speak on your cell phone, or utilize any video chat application, while at the facility without permission from Forthright Fitness Staff.

U3. You may take photos or videos in public areas of the facility solely for your personal use. You may not take photos or videos in the facility to promote your or any third party's business, products or services.

U4. Use of any lighting, tripods or other such equipment is prohibited by members.

U5. You are expected to be respectful of other members, and you may not intentionally film another individual without their permission. If you post online or on social media a photo or video that was taken in the facility and another individual appearing in that content complains, Forthright Fitness reserves the right to ask you to remove the post.

V. Weapons: Firearms and other weapons are strictly prohibited from being brought into the facility.

III. GUESTS

- A. Forthright Fitness does not offer guest passes. To try out any Forthright Fitness class, “purchase” of a free trial week is required.
- B. No member shall bring in any individual to perform personal training services.
- C. All guests must register upon entering the facility if not done previously.
- D. All guests must execute a Waiver and Release of Liability and Indemnity Agreement.
- E. Former members and members restricted from the Forthright Fitness facility may not enter as guests.
- F. Out-of-town guests will be charged for any classes after use of their free week. Inquire with Forthright Fitness Ownership to make arrangements for out-of-town guests using the facility for more than 1 week.
- G. Forthright Fitness reserves the right to refuse anyone who is not properly attired and/or personally clean.
- H. All guests must abide by Forthright Fitness rules (posted or not) and regulations.

IV. CHILDREN

- A. Forthright Fitness is primarily an adult - only studio. Children under age 16 are not permitted in the studio. It is not allowed to leave your child in public space within Forthright Fitness while you attend class. There are no exceptions to this regulation. Forthright Fitness does not provide childcare services.
- B. Youth under age 16 may be permitted in the facility for public events when classes are not occurring (open houses, social events, family events, etc.)
- C. In the instance youth programming occurs at Forthright Fitness youth within the age requirement of the programming are permitted inside the studio. Parents / Guardians of youth participating in youth programming are prohibited from leaving facility premises while your child is in the facility, unless otherwise stated.
- D. Except when in a youth program, children must be accompanied by a parent or legal guardian at all times. Violations of these rules will result in cancellation of membership without refund.
- E. Children 16 and up are eligible for full membership and may be in class unattended by a parent or guardian. For individuals 16-17 years old the youth member and a parent or guardian must sign a membership agreement.

V. COACHING SERVICES

A. Program, Session and Treatment Fees: You are required to pay for any type of program or session fee on or before the date of the session or program start date. If you are booking a program or service, You will be required to provide your credit card information prior to scheduling an initial appointment.

B. Forthright Fitness reserves the right to cancel any scheduled session or program for which payment has not been received by twelve (12) hours prior to the session, treatment or program if written or verbal arrangements have not been made prior. If you use a session that was not otherwise paid for, Forthright Fitness will charge the credit card or other account on-file with Forthright Fitness.

C. Session, Program Cancellation: You may cancel or reschedule your session or program up to twelve (12) hours before the session or program is set to start. You will be charged for the full cost of the session or program if you cancel or reschedule with less than twelve (12) hours' prior notice or if you fail to show up to your session. You are not entitled to any refund for or reinstatement of any late-canceled or missed session.

D. Expiration of Sessions & Programs: All sessions, programs & treatments expire ninety (90) days after the date of first session. All sessions are "use or lose." First session must be scheduled within 30 days of purchase unless prohibited by law or a different expiration date is expressly stated in writing by Forthright Fitness. Sessions on a subscription do not roll-over to the next billing period.

E. No Refunds of Sessions & Programs: All sales of sessions are final and non-refundable, except as required by law. Sessions and programs have no cash value and are non-transferable and non-descendible.

F. Services Rendered by Forthright Fitness: Your purchases of any Services, Sessions and Programs are the purchase of services to be provided by by forthright Fitness, not by any particular trainer, coach, instructor, or staff, and by forthright Fitness reserves the right to change or substitute your trainer, coach, instructor or staff at any time.

VI. FEES

A. Guests of Members: If trial membership has been used, guests of members pay a drop-in fee of \$15.

B. All other fees please see Forthright Fitness Ownership.

D. A 3% membership price increase is used to invest in our programs, equipment and facilities to ensure you're getting the best value for your membership dollars. The 3% increase occurs on January 1 of every calendar year.

Subject to applicable law, Member agrees that Forthright Fitness may contact members 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 Forthright Fitness.

VII. MEMBERSHIP SUSPENSIONS

A. You may temporarily suspend your membership to lock in pricing as follows for medical purposes. i.e You are medically unable to use the facility. Forthright Fitness may require you to provide a signed letter from your doctor and/or other reasonable evidence of necessity before granting a request for a Medical Suspension. Freezes may occur up to 12 months. There is no limit to how many times a suspension may occur for medical reasons. Billing of monthly dues will be held for the duration of the Medical Suspension.

B. You may temporarily suspend your membership to lock in pricing as follows for extended travel lasting more than the length of a single twenty eight (28) day billing period. There is no limit to how many times a suspension may occur for extended travel. Billing of monthly dues will be held for the duration of the extended travel time.

C. Membership Suspension Exclusions: You are not eligible for any suspension if you have a past-due/overdue balance or your membership is otherwise not in good standing with Forthright Fitness.

D. How to Request a Membership Suspension: All Membership Suspension must be requested as follows. In-person at the Forthright Fitness Facility by willing out the Membership Suspension form in its entirety or via email to coachkeith1984@gmail.com in which you will be required to fill out the Membership Services Request Form electronically.

E. Requests for all Membership Suspensions must be made in advance and at least five (5) days before the intended start date. Retroactive Membership Suspensions are not permitted.

F. Your membership will automatically revert to active status at the end of the requested Membership Suspension period.

VII. MARKETING USE

A. Marketing Communications: Forthright Fitness may use your personal data to provide special offers, promotions and information about Forthright Fitness and our service offerings to you. We may also use your personal data to determine if you are eligible for certain offers. We may also send you newsletters and information about products, services and promotions of our business partners and affiliates that we think you may find interesting.

I agree that I have read and observed these guidelines, policies, and procedures.

I agree and understand that the policies and procedures in the Membership Agreement, Terms & Conditions are in place in order to ensure that myself and/or my dependant as well as all members at Forthright Fitness experience a safe and enjoyable workout environment.

I understand that Forthright Fitness may amend or add to these policies at any time.

(Printed Name)

_____ / ____ / _____

(Signature)

(Date)