

Membership Agreement

MEMBERS' RIGHT TO CANCEL: If you wish to cancel this contract, you may cancel by speaking with our Customer Service staff or by delivering an email or written notice to the any of our locations. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed to First Ascent. An electronic notice must be delivered to: CANCELLATIONS@FIRSTASCENTCLIMBING.COM. If you cancel, First Ascent will bill you through the end of the month of cancellation. When cancelling your membership you must provide written notice before the 25th of the current month to avoid being billed for the following month.

MEMBERSHIP PRE-PAYMENTS & CANCELLATION: Pre-payments of memberships are non-refundable. In the event that a member is unavailable during the timeframe of their membership prepayment, they may freeze their membership without charge for a period up to 6 months.

CANCELLATION POLICIES (1) First Ascent retains the right to cancel or suspend the membership of any person for any reason. If such cancellation or suspension is made due to violation of the First Ascent policies, violation of terms of this contract, or due to damage rendered by you or your guests, you will remain responsible for the financial obligations of this contract. In the case where the facility or its contents are damaged, you will furthermore be responsible for the repair or replacement thereof. (2) If First Ascent goes out of business or moves its facilities more than 5 miles from its present location, Buyer may cancel by written notice. Any cancellation under this subsection will receive a pro-rata refund of any prepayments. Any payments due prior to cancellation taking effect will still be due and payable. Your account must be current before any cancellation will take effect. To cancel for any of the above reasons, send or deliver a written notice to the First Ascent or to the Designated Billing Company

ADDITIONAL TERMS AND CONDITIONS

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation as called for in this agreement, First Ascent will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. Should any monthly payment become more than ten days past due, you will be charged a late fee. An additional service fee will be charged for any check, draft, credit card, or order returned for insufficient funds or any other reason. If the member is paying monthly dues by Electronic Funds Transfer (EFT), the gym's Designated Billing Company MindBody, Inc. reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law.

SALES TAX: Notwithstanding any other provisions of this Agreement, you understand and agree that the amount of your monthly membership dues is based on current sales tax rates and to the extent such rates should increase during your membership, First Ascent has the right to increase your monthly membership dues by the amount of such increase. If you have requested the privilege of paying your monthly dues by pre-authorized electronic funds transfer, the monthly amount so transferred will be adjusted to reflect any increase in the sales tax rate.

RIGHT TO CHANGE DESIGNATED BILLING COMPANY: First Ascent hereby reserves the right to change the Designated Billing Company at their discretion and without warning. If such a change is made, the full terms and conditions of this agreement will continue to apply and you agree to authorize the new Designated Billing Company to continue drafting your account. **NOTICE: ANY HOLDER OF THIS AGREEMENT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF,**

RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

MEMBERSHIP FREEZE POLICY: If you have a recurring membership you may freeze your membership for any reason. The cost for freezing a membership is \$10 per month, to take effect the following month. Notification of freezes must be submitted in writing before the 25th of the current month to avoid being billed membership dues for the following month. Freezes must be for at least a full month and can be for any number of months. Once you resume any usage of First Ascent, the freeze will terminate and regular monthly billing will begin again. To request a freeze, please speak with our Customer Service staff or email FREEZES@FIRSTASCENTCLIMBING.COM.

MILITARY MEMBERS: If at any time during the term of your agreement, you are deployed or assigned to active duty, First Ascent will allow you to freeze your membership free of charge for the time in which you are absent upon written request from you. You will need to provide proof of deployment or assignment detailing your absence and the applicable time period.

MAINTENANCE OF FACILITIES: First Ascent may be temporarily closed for periods of up to 2 weeks each year for maintenance purposes.

MEMBER OBLIGATIONS: (1) Member agrees to abide by all First Ascent policies, follow the directions of the staff regarding safety and security issues, and to treat the staff and other members with courtesy. (2) Member agrees to pay monthly dues on time, including notifying First Ascent promptly if banking or credit card information used for automatic payment changes, or to be charged a declined payment fee and/or a late fee per delinquent payment. (3) Member agrees to pay all costs of collection incurred by the holder of this agreement if this account becomes more than 60 days past due. (4) Member agrees to continue to fulfill the financial obligation of this agreement, except as allowed below.

SUMMARY OF MEMBERSHIP POLICIES

1. The member by executing this Agreement, does hereby join the gym and such membership entitles the member to use the facilities. The member is entitled to use the facility only and the member shall be required to provide their own athletic equipment and clothes. The member will be subject to additional charges for and including, but not limited to, climbing training, fitness training, or pro shop merchandise. The member may also be charged for purchases through the use of their key or account number.
2. The member must present upon entering First Ascent his/her membership card. The member agrees that he/she may be denied access to First Ascent without his/her membership card or alternate proof of identification.
3. The member agrees to abide by all membership regulations of First Ascent. The member agrees to comply with posted, stated, and customary rules for participation and use of equipment. Unless cancelled as provided in this Agreement, member will be responsible for all payments due and owing under this Agreement, even if member does not use the First Ascent facilities and services. However, in the event of death or disability, liability for fees will terminate as of the date of death or disability. If First Ascent becomes temporarily unavailable for more than 15 days due to an event such as fire, flood, loss of lease, or the like, we will freeze memberships for the length of closure.
4. If the member violates this Agreement and the terms contained therein or any of the rules and regulations for use of the facility, First Ascent may suspend the member's right to use the facility until such time as the member provides First Ascent with reasonable assurance of future compliance. During the period of any such suspension, the member shall not be entitled to a credit for any prepayment of dues or other fees due or paid pursuant to this Membership Agreement. In the event member continues to violate the terms of this Agreement or the rules and regulations governing the facility, the member's membership may be terminated by First Ascent, and the balance of the contract declared due and payable in full immediately.
5. The member agrees that he/she shall not engage in any type of commercial or business activity while using the facilities. Member shall not act as a trainer for any other members or guests and any acts

which constitute such business activities are strictly forbidden. If member engages in such commercial or business activities member's membership shall be subject to immediate cancellation and the balance of the contract declared due and payable in full immediately.

6. The member agrees that he/she shall abide by First Ascent dress code at all times while in the facility.

7. The member agrees that he/she shall not use loud or profane language upon First Ascent premises nor shall he/she molest, badger, assault or harass other First Ascent members, guests or employees. If he/she engages in such behavior, their membership shall be subject to immediate cancellation, and the balance of the contract declared due and payable in full immediately.

8. The member understands that First Ascent prohibits the use of any drugs or steroids and agrees not to use any drugs or steroids on gym premises. The member acknowledges and is aware that steroids can cause numerous physical, mental, and emotional problems relating to physical maturity and growth and may cause heart disease, strokes, liver dysfunction, sterility and infertility, and many other adverse health problems. The member recognizes and acknowledges that there are serious criminal and civil penalties for the illegal possession, sale, use, trading, or exchange of steroids and no such activity is allowed upon First Ascent premises.

9. The member understands he/she may be photographed at First Ascent. By execution of this Agreement, the member agrees to allow their photo, video or film likeness to be used for any legitimate purpose by First Ascent, and their respective producers, sponsors, organizers and/or assigns, in their discretion. The member acknowledges that by signing this Agreement, member gives up all claims of ownership, income, editorial content, and use of such media, and assigns all copyright ownership to First Ascent, LLC.

10. The member agrees that if he/she fails to use the First Ascent facilities that shall not release them from the obligation to make all payments required by the terms of this Membership Agreement.

11. Arbitration: All disputes (except small claims under \$1,000) will be settled by binding arbitration before a single arbitrator under the authority of the Federal Arbitration Act, conducted by and in accordance with the rules and procedures of the American Arbitration Association. The arbitration will take place in the county in which First Ascent is located unless otherwise agreed. The decision of the arbitrator will be final and binding on all parties and may be enforced by a judgment entered upon the arbitration award by any state or federal court in this state.

12. Should this Agreement be placed in the hands of an attorney for the violation of any provision contained herein, the parties agree the First Ascent shall be entitled to recover all costs and expenses resulting there from, including a reasonable amount as attorney's fees.

13. The parties hereby agree that the whole agreement between the parties relating to the subject matter hereof is contained in this Agreement and shall supersede any prior understandings, arrangements, commitments, or undertakings of the parties, whether written or oral, express, or implied.

14. This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto.

15. MEMBER authorizes First Ascent LLC & Mindbody, Inc. and their authorized designees to contact them by email, telephone, or by other means. Subject to applicable law, Member agrees that Mindbody, 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, Mindbody, Inc. A copy of the privacy policy of First Ascent LLC can be found at www.firstascentclimbing.com.

16. First Ascent retains the right to modify these policies without warning. Reasonable rules and regulations may be posted in the Membership Guide or at the First Ascent from time to time and all members shall be subject to strict compliance therewith. The most current copy of the Membership Guide can be requested in the facility or found at the First Ascent website.



SAFETY NOTICES

- First Ascent facilities are under 24-hour recorded video surveillance, which may be retained by First Ascent for subsequent review, and member access card usage is logged.
- Climbing is inherently dangerous
- Members may not bring guests in at any time without checking them in at the front desk.
- Members who do not have their key access card or an alternate proof of identification will not be allowed into the facility during non-staffed hours, nor should they enter the facility during unstaffed hours.
- Personal training services provided in this facility may be provided either by employees of the First Ascent or by independent contractors operating their own business who are retained by the First Ascent . Regardless, all payments for personal training services are to be made to the First Ascent, who will pay the trainers as the services are provided.
- Member has access to a free orientation to the facility and the proper use of all equipment. It is the Member's responsibility to request this orientation.
- It is member's responsibility to wipe down all equipment after each use and re-rack the weights they use.
- Member is required to use the safety features of the equipment. If you are unsure of how to use a machine, you should obtain instructions from the staff or personal trainers.
- Each member is responsible for understanding how to operate the panic alarms and agree to use them only in case of an emergency.
- Horseplay, vulgar language, abuse of the equipment, working out while intoxicated, or other inappropriate behavior will not be tolerated and may result in the suspension or cancellation of the member's membership, and the balance of the contract being declared due and payable in full immediately.
- Cell phones are not permitted in the cardio area or locker room. Photography and/or videography are not allowed anywhere in the facility without written permission from First Ascent management.
- Age Requirements – Persons under the age of 14 are not permitted in the First Ascent unless they are supervised by an adult or participating in a class or event sanctioned by First Ascent.

VENDING & PRODUCT PURCHASES

- If the Primary member or any of the Additional members on this agreement choose to utilize the, vending machines or purchase products directly from First Ascent using their assigned Key, the Primary member hereby agrees to have the cost of such purchases, including Sales Tax, added to the next monthly draft in addition to their member- ship dues.