

FITNESS CENTER MEMBERSHIP AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

This Fitness Center Membership Agreement and Waiver and Release of Liability (“Agreement”) is entered into between **Lago Resort and Casino, LLC** (“del Lago Resort and Casino,” “Club,” “we,” “our,” or “us”) and the undersigned member (“Member,” “you,” or “your”).

By signing this Agreement, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

Spa del Lago Memberships reserved for guests 18 years of age or older.

1. Membership Information

Member Name: _____

Date of Birth: _____

Address: _____

Phone Number: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Membership Type:

Signature Membership Monthly Yearly

Prestige Membership Monthly Yearly

Spa Amenities Day Pass

Membership Start Date: _____

Initial Membership Term: _____

Monthly Membership Fee: \$ _____

2. Automatic Monthly Billing Authorization

By providing payment information and signing this Agreement, you authorize del Lago Resort and Casino to automatically charge the payment method provided for all membership dues, fees, taxes, and authorized incidental charges associated with your membership.

Membership dues will be billed monthly on the same calendar day each month corresponding with your enrollment date, or the nearest business day thereafter.

You agree to maintain a valid payment method on file at all times. If a payment is declined or returned unpaid, you authorize us to reattempt collection and update billing information as necessary.

Any amounts more than thirty (30) days past due shall be subject to an interest charge of 1.5% per month or fraction thereof, or the maximum rate permitted by law, whichever is less.

3. Membership Term and Renewal

Membership will continue on a month-to-month basis unless otherwise specified in writing.

Your membership will automatically renew each month until canceled in accordance with this Agreement.

Either party may terminate this Agreement by providing at least **thirty (30) days'''' written notice** prior to the next billing date.

Yearly commitment may be canceled at least thirty (30) days'''' written notice prior to the next 12-month commitment period.

Any prepaid amounts are non-refundable except as otherwise required by applicable law.

4. Cancellation Policy

Members may cancel their membership in writing by:

- Completing a cancellation form at the **Spa Front Desk;**
- Submitting written notice to: **sparequest@dellagoresort.com**

Cancellation requests must be received at least thirty (30) days prior to the next scheduled billing date to avoid additional charges.

No refunds or prorated credits will be issued for partial months.

The Club reserves the right to terminate any membership immediately for violations of this Agreement, Club policies, unsafe conduct, harassment, misuse of facilities, or non-payment.

5. Membership Freeze

Members may request in writing to place their membership on hold for medical reasons or extended travel for a minimum of thirty (30) days and a maximum of ninety (90) days within a twelve-month period.

Documentation may be required. During an approved freeze period, automatic billing will be suspended.

6. Member Responsibilities and Facility Rules

Members agree to:

- Adhere to all terms of this Agreement;
- Follow all posted Fitness Center rules and staff instructions;
- Use equipment only as intended;
- Wipe down equipment after use;
- Wear appropriate athletic attire and footwear;
- Refrain from conduct that may endanger themselves or others;
- Respect other members, guests, and staff.

The Club reserves the right to modify operating hours, equipment availability, programs, and facility rules at its discretion.

7. Assumption of Risk

Member understands that participation in fitness activities involves inherent risks, including but not limited to muscle strains, sprains, falls, equipment malfunction, cardiovascular events, illness, and other injuries that may result in serious injury, disability, or death.

Member voluntarily assumes all risks associated with the use of the Fitness Center facilities, equipment, classes, and services.

Member represents that they are physically capable of participating in exercise activities and should consult a physician before beginning any exercise program.

8. Release and Waiver of Liability; Indemnification

Member expressly agrees and contracts, on behalf of Member, Member's heirs, executors, administrators, successors and assigns, that the Club and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by Member, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Club. Member expressly acknowledge and agree that guests are not permitted in the facilities. In the event that Member invites a guest into the facilities despite this rule, Member expressly agrees and contracts, on behalf of Member, Member's heirs, executors, administrators, successors and assigns, that the Club and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by Member's guest, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the Club.

By the execution of this agreement, Member accepts and assumes full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to Member or Member's guest, and Member hereby fully and forever release and discharge the Club, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the use of said equipment and facilities.

Member expressly agrees to indemnify and hold the Club harmless against any and all claims, demands, damages, losses, expenses, rights of action, or causes of action, of any person or entity, that may arise from Member's or Member's guests' actions, misuse of facilities, or violation of this Agreement, or injuries or damages sustained by Member or Member's guest.

Member agrees to be solely responsible for safety and wellbeing of Member's guest and Member. Member understand that the Club does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

Member agrees to comply with all rules imposed by the Club regarding the use of the facilities and equipment. You agree to always conduct yourself in a controlled and reasonable manner, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

Member understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

Member understands and agrees that the Club is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

To the fullest extent permitted by law, Member releases and discharges the Club, its owners, officers, directors, employees, affiliates, agents, and representatives from any and all claims,

demands, liabilities, damages, or causes of action arising out of or related to Member's use of the Fitness Center, except to the extent caused by the gross negligence or willful misconduct of the Club.

9. Medical Emergencies

If Member experiences a medical emergency while using the facilities, Member authorizes Club personnel to obtain emergency medical treatment on Member's behalf. Member understands that all associated medical costs are the Member's responsibility.

10. Photography and Surveillance

For safety and security purposes, portions of the facility may be monitored by video surveillance. The Club will use such recordings in accordance with applicable privacy laws.

11. Changes to Terms

The Club reserves the right to modify the terms of this Agreement, including membership fees, upon providing thirty (30) days' notice to Members. and terms of this Agreement .

12. Governing Law; Choice of Venue

This Agreement shall be construed in accordance with the laws of the state of New York, without regard to its conflicts of laws principles. Member and Club agree that any legal action or proceeding arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be brought in the state or federal courts located in Seneca County, New York. Both parties consent to personal jurisdiction of such courts for any such action or proceeding and waive any defenses to venue in such courts.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding membership and supersedes all prior discussions or representations.

By signing below, Member acknowledges that they have read, understood, and voluntarily agree to all terms contained in this FITNESS CENTER MEMBERSHIP AGREEMENT AND WAIVER AND RELEASE OF LIABILITY.

MEMBER SIGNATURE: _____

Printed Name: _____

Date: _____

FOR Lago Resort & Casino, LLC:

Authorized Representative: _____

Title: _____

Date: _____