

## **PIVOT Lifestyle + Fitness by KA MEMBERSHIP AGREEMENT TERMS & REGULATIONS:**

**Updated 5/1/2022**

In order to ensure that all of our members experience a safe and enjoyable workout environment, we have established the following policies and guidelines. Please read and observe these guidelines. We may amend or add to these policies at any time. Thank you for your cooperation.

### **I. GENERAL POLICIES AND PROCEDURES**

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

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

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

D. Membership cards are issued to members only and are not to be used by friends or relatives. Infractions of this rule will result in immediate expulsion from all facilities. The membership card is the property of PIVOT Lifestyle + Fitness by KA, to possession of which may be determined at the facilities discretion.

E. 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 all PIVOT Locations if not handled in 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.

F. Charges and fees for services and facilities are subject to change as deemed necessary by PIVOT Lifestyle + Fitness by KA.

1. 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 PIVOT Lifestyle + Fitness by KA to 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:

1. Please visit your home facility in person and provide notice of cancellation (written or verbal) 15 days prior to your billing date. If you are within 15 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 their upcoming annual fee of \$36. If the member has moved further than 25 miles from any facility operated by PIVOT Lifestyle + Fitness by KA, and can provide proof of move acceptable to PIVOT Lifestyle + Fitness by KA and is unable to transfer her or his membership to a comparable facility, the member shall be relieved from the obligation of making payment for services other than those received prior to the move, and if the member has been prepaid for any sum for services, so much of such sum as is allocable to services he or she has not received shall be promptly refunded.

2. If membership is cancelled for temporary purposes, member is responsible to repay \$39 enrollment fee upon reinstating membership and monthly membership rate may change if pricing increase occurred during time of cancellation.

3. If the member dies or is permanently disabled, and is therefore unable to receive all services for which she or he has contracted, she or he and her or his estate shall be relieved from the obligation of making payments for services other than those received prior to death or onset of disability, and if she or he has prepaid any sums for services, so much of such sum as is allocable to service she or he has not received shall be promptly refunded to her or him or her or his 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. Transfer of a membership may occur when the member has found a buyer who wishes to fulfill the remaining term of the contract. All payments received by PIVOT Lifestyle + Fitness by KA will remain property of PIVOT Lifestyle + Fitness by KA. PIVOT Lifestyle + Fitness by KA will charge the new member the listed one-time enrollment fee. Only full-priced memberships may be assigned, no family add-on, special price, complimentary, or trade memberships may be assigned.

5. Late Policy, Waitlist & Class Cancellation Policy (REV. 2/1/2022) – 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. PIVOT Lifestyle + Fitness by KA may give away your reserved spot if you are not in the class at class start time. If you book online and or on the mobile app, you may cancel a booked class up to three (3) hours before the class starts. If you cancel within this (3) hour timeframe this is considered a "late cancel" and you will be charged \$10 to your credit card on file. Failure to late cancel your reservation within the (3) hour late cancellation window will result in a \$15 fee you will be considered as having

"missed" your booked class. Each member is allowed (1) refund of the \$10 late cancel fee per rolling year.

Members without reservations may attend classes only if their membership allows access to group classes and 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 either on the PIVOTbyKA app or at a check-in kiosk on location.

Participants more than (5) minutes late to a class may not be permitted entry to class and will be charged the \$10 late cancel / no show fee.

Members may be enrolled into a class from a waitlist up to (1) hour 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 (3) hour late cancellation window to avoid charge of the \$10 late cancel / no show fee. Remaining on a waitlist = planning to go to class.

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 door to studio is closed.

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 all PIVOT Lifestyle + Fitness by KA locations. 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 PIVOT Lifestyle + Fitness by KA, the membership term will be extended for a period equal to the length of the temporarily disability.

J. Hours of operation are posted at PIVOT Lifestyle + Fitness by KA and are subject to change as each facility utilization dictates.

K. Smoke-Free Environment - PIVOT Lifestyle + Fitness is committed to the health of its employees and members. Smoking is not permitted anywhere in the PIVOT Lifestyle + Fitness facilities and all enclosed or outdoor areas of the gym, including the entrance area immediately outside the front door. This applies to all smoking tobacco products, i.e., cigarettes, cigars and pipes.

L. All members and guests must register or scan in, at the reception desk or kiosk upon entering PIVOT Lifestyle + Fitness by KA.

M. Members must scan membership cards and or phone app code every time they enter all PIVOT Lifestyle + Fitness by KA facilities. Members are required to show photo I.D. with their

copy of the membership agreement until they receive their membership card. Members will not be allowed entry to the facility without membership cards or phone app code.

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

O. PIVOT Lifestyle + Fitness by KA is not responsible for lost or stolen items. Items found are immediately placed in public lost and found locations.

P. 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 PIVOT Lifestyle + Fitness by KA.

Q. No solicitation allowed in facilities or parking lot.

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

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

## II. PIVOT Lifestyle + Fitness by KA Facilities

A. Members must wear shirts (covering the chest and back) at all times in facilities while operating equipment. Shirts may be removed at the discretion of the member in the cycling and yoga studios where excessive heat levels may occur.

B. Footwear (i.e. tennis or athletic shoes) must be worn at all times in the exercise areas, with the exception of the Yoga Studio within the PIVOT Lifestyle + Fitness by KA. Opened toed footwear is not allowed.

C. Members must be properly attired in standard workout clothes (i.e. tights, gym shorts, track suits) while in the exercise areas. Jeans, work boots, and other nonathletic attire are not permitted in the cardio/gym and studios.

D. While working out please use proper gym etiquette. Consult with a PIVOT Lifestyle + Fitness by KA employee if there are any questions.

E. Profanity is not allowed in the gym.

F. Members shall not yell or scream across the gym.

G. Use of the equipment should be instructed by a PIVOT Lifestyle + Fitness by KA employee.

H. Return weights to proper racks when finished.

I. Have a “spotter” when using heavy weights.

J. No littering or leaving debris on the gym floor.

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

L. No dropping the weights.

M. Use of hair dyes in our facilities is strictly forbidden.

N. Eating and/or drinking is permitted in the community gathering area only. Please do not eat and/or drink in gyms, locker rooms, and or studios other than what is in your water bottle or shaker.

O. Belongings may not be left in daily lockers overnight. PIVOT Lifestyle + Fitness by KA does not accept responsibility for items removed from lockers.

P. Personal Property and belongings (i.e. gym bags, purses, extra clothing, etc.) are not allowed on the workout floor. You should avoid bringing valuables onto premises. To the maximum extent permitted by law, PIVOT Lifestyle + Fitness by KA 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, locker rooms, consult rooms, studios, or anywhere else in the facility.

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

R. 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 PIVOT Lifestyle + Fitness by KA as a personal trainer is prohibited from engaging in Personal Training, Private Coaching, Team Coaching, Physical Therapy or any related activity in our clubs. PIVOT Lifestyle + Fitness reserves the right, in its sole and absolute discretion, to determine whether any act violates this prohibition.

S. Sexual relations are prohibited on the premises.

T. A member or perspective member must represent and maintain acceptable personal hygiene. Guests and members can be removed, and membership may be terminated or refused for being unkempt.

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

V. No Cell Phone and Camera Use in Private Areas – using cell phones, cameras or any other recording devices in PIVOT Lifestyle + Fitness by KA locker rooms and other private spaces like consult rooms is strictly prohibited. Using cell phones, cameras and other recording devices during youth programming and during group fitness classes is also prohibited. 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. You may take photos or videos in public areas of facility solely for your personal use. You may not take photos or videos in facility to promote your or any third party's business, products or services. Use of any lighting, tripods or other such equipment is prohibited. 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, PIVOT Lifestyle + Fitness by KA reserves the right to ask you to remove the post.

W. Cell phone use is prohibited in all group classes.

X. Weapons: Firearms and other weapons are strictly prohibited from being brought into fitness facilities.

### III. GUESTS

A. No member shall bring in any individual to perform personal training services.

B. All guests must register upon entering the facility.

C. All guests must execute a Waiver and Release of Liability and Indemnify Agreement.

D. Former members and members restricted from any of the PIVOT Lifestyle + Fitness by KA facilities may not enter as guests.

E. Out-of-town guests will be charged a one-day guest fee after use of the free intro class offer.

F. PIVOT Lifestyle + Fitness by KA reserves the right to refuse anyone who is not properly attired and/or personally clean.

G. Any guest found in PIVOT Lifestyle + Fitness by KA who has not paid the guest fee will be charged double and will no longer be able to use any of the facilities. Members are responsible for their guests.

H. All guests must abide by PIVOT Lifestyle + Fitness by KA rules (posted or not) and regulations.

### IV. CHILDREN

A. Children ages 16 or older may join any PIVOT Lifestyle + Fitness facility. Children under the age of 16 may not utilize the cardio and strength training areas or attend the group exercise classes unless enrolled in a PIVOT Lifestyle + Fitness program or service for the particular age group. There is a drop-in program fee option for youth under 16 participating in youth focused classes. All youth programs are provided solely as a convenience while you are at and using the facility and you are strictly prohibited from leaving facility premises while your child is in the

facility, unless otherwise stated. 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. Please see General Manager for information. Children 16 and up are eligible for full membership. For individuals 16-17 years old a parent or guardian must sign a membership agreement.

## V. ANCILLARY SERVICES

**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, session or treatment, you will be required to provide your credit card information in order to book an appointment. You must check in at the front desk and out at the front desk prior to and after any program, session, or treatment. PIVOT Lifestyle + Fitness by KA reserves the right to cancel any scheduled session or program for which not payment has been received by twenty-four (24) hours prior to the session, treatment or program. If you use a session that was not otherwise paid for, PIVOT Lifestyle + Fitness by KA will charge the credit card or other account on-file with PIVOT Lifestyle + Fitness by KA.

**Session, Program and Treatment Cancellation:** You may cancel or reschedule your session or program up to twenty-four (24) hours before the session or program is due to start. You will be charged for the full cost of the session or program if you cancel or reschedule with less than twenty-four (24) 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-cancelled or missed session.

**Expiration of Sessions, Programs & Treatments:** All sessions, programs & treatments expire three (3) months after the date of purchase, unless prohibited by law or a different expiration date is expressly stated in writing by PIVOT Lifestyle + Fitness by KA.

**No Refunds of Session, Program and Treatments:** 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.

**Services Rendered by PIVOT Lifestyle + Fitness by KA:** Your purchases of any Sessions and Treatments are the purchase of services to be provided by by PIVOT Lifestyle + Fitness by KA, not by any particular trainer, coach, instructor or therapist, and by PIVOT Lifestyle + Fitness by KA reserves the right to change or substitute your trainer, coach, instructor or therapist at any time.

## VI. FEES

A. Guests of Members: see desk.

B. Lost items: Membership card - \$10.00. 24-7-hour Membership FOB - \$25.00

C. All other fees please see front desk attendant.

D. A \$39 Annual Maintenance Fee is used to invest in our programs, equipment and facilities to ensure you're getting the best value for your membership dollars, it is charged on each year on your anniversary enrollment date.

Subject to applicable law, Member agrees that PIVOT Operations, LLC 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 PIVOT Operations, LLC.

VII. FREEZING MEMBERSHIP Membership Freezes: You may temporarily suspend ("Freeze") your membership to lock in pricing as follows for medical purposes. i.e You are medically unable to use any facility. PIVOT Lifestyle + Fitness by KA 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 Freeze. Freezes may occur up to 9 months. There is no limit to how many times a freeze may occur for medical reasons. Billing of monthly dues will be held for the duration of the Medical Freeze. For any freeze of a paid in full membership or under a 12-month contract, the expiration of your then-current membership year will be extended to account for the freeze.

Exclusions: You are not eligible for any freeze if you have a past-due/overdue balance or your membership is otherwise not in good standing with PIVOT Lifestyle + Fitness by KA, if you joined as part of a payroll deducted or subsidized corporate membership program, or if you have a month to month membership.

How to Request a Freeze: All freezes must be requested as follows. Your membership will automatically revert to active status at the end of the requested freeze period. Requests for all freezes must be made in advance and at least ten (10) days before the intended start date. Retroactive freezes are not permitted. You may request a freeze by any of the following methods.

In-person at any PIVOT Lifestyle + Fitness by KA facility. You will be required to complete a freeze form.

Email [info@pivotbyka.com](mailto:info@pivotbyka.com) to request freeze form, fill out in its entirety sign and return.

Marketing Communications: PIVOT Lifestyle + Fitness by KA may use your personal data to provide special offers, promotions and information about PIVOT Lifestyle + Fitness by KA and our service offerings to you. We may also use your personal data to determine if you are eligible for certain offers – for example, discounted membership rates offered to your company's employees. 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.

SELECTHEALTH MEMBERS

TERMS AND CONDITIONS



As part of the Gym Membership and Physical Activity Rewards Program, SelectHealth® has partnered with

PIVOT Lifestyle + Fitness by KA (PIVOT) to make a membership available for certain qualifying SelectHealth members.

This option is available as an alternative to joining a gym or completing physical activities and then getting a reward.

To participate, you must agree to these program terms and conditions.

SelectHealth in its sole discretion will determine whether program requirements have been met to qualify for a membership paid for by SelectHealth. SelectHealth may change program terms or discontinue a reward program or the arrangement with PIVOT at any time without notice.

Starting in 2020, the Gym Membership and Physical Activity Rewards Program and the PIVOT membership opportunity are available to Idaho members on Large Employer, Small Employer, and Individual plans. The rewards program and PIVOT membership are not available for some types of coverage such as transition or grandmothered plans, or if an employer opts out for an employer plan. A separate program available for Medicare members also allows access to a PIVOT membership.

A PIVOT membership is available to a qualifying SelectHealth member age 18 or older on an eligible health plan. Memberships are available for up to two SelectHealth members per family.

When health plan enrollment is terminated, a PIVOT membership paid for by SelectHealth also ends.

A SelectHealth member on an Individual or Employer plan can qualify for only one of the rewards program options each month (PIVOT membership or other gym membership or physical activity).

Total wellness and incentive program rewards for members enrolled in multiple SelectHealth programs are capped at \$580 per calendar year for each household.

Please note that rewards received, including the value of a gym membership, may be considered income and subject to tax.

For payment and administrative purposes, PIVOT collects participant information to share with SelectHealth including

member ID numbers, names, and enrollment dates. PIVOT may also report to SelectHealth how frequently a program

participant visits the gym.

Personal health information such as health assessment results that PIVOT collects from program participants will not be shared with SelectHealth in a way that identifies a program participant. PIVOT may share de-identified or aggregate health assessment information with SelectHealth for program evaluation, in addition to enrollment and utilization information that is not de-identified.

#### AUTHORIZATION AND WAIVER OF LIABILITY

I agree to SelectHealth paying the cost of my PIVOT membership directly. I authorize PIVOT to share my information with SelectHealth for defined purposes as described in the terms and conditions stated above.

I understand that it is my responsibility to consult with a physician as needed prior to participating in physical activity at a PIVOT location.

IN CONSIDERATION OF RECEIVING A PIVOT MEMBERSHIP PAID FOR BY SELECTHEALTH, I AGREE TO ASSUME RESPONSIBILITY FOR ANY RISK, INJURY, LOSS OR DAMAGE, KNOWN OR UNKNOWN,

WHICH I MIGHT INCUR IN CONNECTION WITH MY PIVOT MEMBERSHIP, AND TO THE FULLEST EXTENT PERMITTED BY LAW, I KNOWINGLY, VOLUNTARILY AND EXPRESSLY WAIVE ANY CLAIM I MAY HAVE AGAINST SELECTHEALTH, INC., ITS AFFILIATES, AND ALL OTHERS INVOLVED IN PAYING FOR THE MEMBERSHIP FOR ANY INJURY, INCLUDING DEATH, LOSS OR DAMAGE, KNOWN OR UNKNOWN, OF ANY KIND THAT I MAY SUSTAIN IN CONNECTION WITH MY PIVOT MEMBERSHIP.

TO THE FULLEST EXTENT PERMITTED BY LAW, I, MY HEIRS AND LEGAL REPRESENTATIVES FOREVER RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SELECTHEALTH, INC., ITS AFFILIATES, AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES FOR ANY INJURY ARISING FROM MY USE OF THE PIVOT MEMBERSHIP, INCLUDING DEATH, LOSS OR DAMAGE, KNOWN OR UNKNOWN, CAUSED BY NEGLIGENCE OR OTHER ACTS OR OMISSIONS.

I HAVE READ THE ABOVE WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND AND VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.