



ROAM FITNESS®
FREE TO MOVE

Terms, Waiver, Rules and Policies

Name: _____ Today's Date: _____

Address: _____ City: _____ State _____ Zip: _____

Cell Phone #: _____ Email: _____

Emergency Contact (optional): _____ Emergency Phone (optional): _____

I, the undersigned, and/or as a Guardian of my child, am aware that there are significant risks involved in all aspects of physical training. I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my activity at any and all ROAM Fitness facilities in association with AirFit, INC (d/b/a ROAM Fitness) and the respective ROAM Fitness LLC operating such facility, including ROAM Fitness BWI LLC, and accept full responsibility for any injury or death that may result from participation in any activity, class or physical fitness program. With my full understanding of the above information, I agree to assume any and all risk associated with my use of any AirFit, Inc. facility (d/b/a ROAM Fitness). Furthermore, I understand that I might be required to sign an additional waiver for each new ROAM Fitness facility I, or the individual to whom I am a guardian, releasing that facility and its associated airport of similar liabilities, prior to my use of that facility. I recognize that it is my responsibility to obtain a copy of this waiver if I so choose, and that I may request a copy of each waiver for site-specific locations by contacting that specific location's front desk.

By signing this document, and despite the risks involved in the ROAM Fitness BWI, LLC activities and/or use of the ROAM Fitness BWI, LLC facilities, I expressly assume any and all risk for my health and well-being and hold AirFit, Inc, ROAM Fitness BWI, LLC as well as its owners, directors, officers, employees, and other authorized agents including independent contractors, harmless therefrom. In addition, I release FRAPORT USA formerly known as AirMall Maryland (AMM), the Maryland Aviation Authority (MAA), Baltimore Washington International (BWI) Airport, their subcontractors, officers, directors, employees, and board members from any liability associated with my use of the ROAM Fitness facility located at BWI airport.

Waiver and Release: I fully understand that my personal exercise program may be strenuous and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. In consideration for my being allowed to participate in the ROAM Fitness activities and/or use the ROAM Fitness facilities, I hereby fully and forever waive any claims, demands, liabilities, causes of action or any claims for relief whatsoever against, and release AirFit, INC (d/b/a ROAM Fitness), as well as any of its subsidiaries, partners, joint ventures, owners, officers, directors, employees, affiliates, volunteers, instructors, other authorized agents, including independent contractors, and all other persons or entities acting in any capacity from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in ROAM Fitness activities including, but not limited to the use of the ROAM Fitness facilities, on behalf of myself and my spouse, children, parents, heirs, assigns, personal representatives, guardians, and estate as set forth herein, regardless of cause. I understand and agree that whenever I engage in ROAM Fitness activities or use the ROAM Fitness facilities in the future, this release will be valid and binding upon me and my spouse, children, parents, heirs, assigns, personal

representatives, guardians, and estate. I furthermore agree to release each airport, tenant, subtenant, landlords and associated contractors at each site of any and all liability associated with my use of the ROAM Fitness Facility. Lastly, I agree to release the manufacturers and suppliers of all gym equipment, shower/bath products, rental clothing and shoes, and other associated items including towels, that may be available for my use while in the facility from any and all liability associated with my use of the product and any residual effects I might encounter from their use.

Covenant Not To Sue: I agree never to sue and I agree to release from liability ROAM Fitness as well as its owners, directors, officers, employees, and other authorized agents for any damage, injury, or death to me arising from participation in the ROAM Fitness activities and/or use of the ROAM Fitness facilities, regardless of cause. I understand that this release of liability will prevent me, my spouse, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the ROAM Fitness activities and/or use of the ROAM Fitness facilities.

Photo/Video Release: I hereby grant ROAM Fitness and its subsidiary companies permission to use my photograph/video image in any and all publications for ROAM Fitness and including but not limited to web site entries, and as evidence in any litigation, without payment or any other consideration in perpetuity. I hereby authorize ROAM Fitness to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video images. I hereby hold harmless and release and forever discharge ROAM Fitness from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf of on behalf of my estate which may have or may have by reason of this authorization. Furthermore, I recognize that I will be under CCTV surveillance while present in the ROAM Fitness facility and that these video recordings are used solely for the purpose of security mitigation.

Exercise Clothing. Proper athletic attire is to be worn during use of the facilities at all times. Proper attire includes gym shorts, t-shirts, sweat suits, athletic shoes. No street clothes shall be permitted in the workout area. A Member/Guest may be issued rental workout clothes and shoes, property of ROAM Fitness, for use while in the facility. Upon completion of workout and facility visit the rental workout clothes will be returned to ROAM Fitness in a designated location within the facility. In the event that the rental workout clothes and/or shoes are not returned after use, the Guest/Member will be charged the full retail value plus a 100% MSRP service fee for each item taken from the facility. I hereby authorize AirFit, Inc to mandate the respective ROAM Fitness facility from which I rented said athletic apparel and shoes to charge my credit card on file for these replacement costs.

Membership Pass: I recognize that access passes to any AirFit (d/b/a ROAM Fitness) Facility, are available solely through the online portal and must be linked with my personalized profile. I am aware that my access might be through a day, month, or annual pass, including a corporate account membership, where all passes hold the same rights, privileges, and limitations, excepting to the ability for annual pass holder to reserve a shower facility at any one location for a maximum of one 15 minute interval, 24 hours in advance of use. I furthermore understand that all types of access passes can be used at any and all ROAM Fitness facilities, including ones not available at the time of purchase. As my access pass is held with AirFit, Inc and not a specific single location, I release AirFit from any claim, lawsuit, or expectation of reimbursement if any one particular or multiple ROAM Fitness locations were to permanently or temporarily shut down during the time of the access pass. I understand that all sales are final, all passes are non-refundable and non-transferable, and that a pro-rated capability does not apply; in addition, I'm aware that my inability to follow the rules and policies of any ROAM Fitness is grounds for my dismissal from the facility, and possible termination of my membership pass without any refund.

Day Pass: If I purchased a day (24 hour) pass or group/bundle of day passes, I understand that it does not need to be used at the time of purchase but acts as a credit on my account with AirFit and can be redeemed anytime from the moment of purchase up to one year from the date of purchase, but that it will expire after one year and no refund will be provided.

Annual Pass I understand that if I purchased an annual pass/membership, or if one was purchased for me, the initial start date of that pass was activated on the day of purchase, and not on the first day of use. Annual

passes are billed and automatically charged to the credit or debit card on file that was used for the initial purchase and done so on the same date (anniversary) as the original day of the month of the initial purchase. Monthly billing is set at 1/12 (one twelfth) of the listed total annual price and locked in at that rate for the first year. I understand that there are no cancellations or refunds provided within the first year except for the required reasons listed below. I furthermore understand that I am obligated to pay my dues regardless of my use of the facility. I recognize that there are no signup or initiation fees associated with my annual pass, however I do recognize that I will be fined a \$10 processing fee for any rejected credit or debit card monthly payment after the first payment due to any reason. This processing fee is in addition to the normal dues for that period and I understand that it is my obligation to keep my credit/debit card information up to date with AirFit Inc d/b/a ROAM Fitness. In the event my card on file is canceled or modified in any way that would not allow a monthly auto-charge, I hereby agree to inform AirFit d/b/a of the change and provide them with a new valid number to be used going forward. If I fail to provide AirFit with a valid card for any duration of my annual membership, I understand that I am still liable for all dues and fees accrued during that time and that a collection's agency may be used to seek monies owed to AirFit as determined by this contract.

Renewal and Cancellation of Annual Membership: After the initial 1 (one) year term of my annual membership has transpired, I understand that my membership will default to a month-to-month, aka "open contract," where I will be billed at the currently monthly rate of the current annual membership and that I can cancel at any time during that month to month open contract period. Any cancellation during the month to month period will not result in any refund and my membership will no longer be active upon the monthly anniversary of the next billing. I further understand that my month to month open contract period is subject to any and all price changes and that I am not "locked in" to any set price during that time. If I choose to secure a locked in monthly rate, I recognize that I may switch back from the month to month open contract and re-initiate a new annual pass contract with the current monthly rate "locked in." I may cancel my month to month billing and membership with AirFit with a 48 hour notice in writing to AirFit Inc via email or P.O. Box 5561 Eugene, OR 97405. In the event I would like to purchase a new annual membership, I may do so at any time prior to the end of my current membership (example, in order to lock in a more preferable rate), but I am aware that no refund or pro-rated discount will be provided for any overlap of the two memberships.

Termination/Temporary freeze of membership: I understand that AirFit, Inc reserves the right to terminate my pass (of any kind) if I fail to comply with the rules of each ROAM Fitness location, the airport, TSA, or any other associated entity, if I engage in other conduct that is detrimental to the health or safety of the staff, other members/guests, or if I fail to pay membership dues or other amounts that I owe to AirFit or any of its subsidiaries, and to do so without the issuance of a full or partial refund. I understand that in the event that I am **permanently** unable to exercise due to a permanent, medically documented condition, AirFit, Inc will require a signed letter from my physician detailing the medical reasons for cancellation of the annual pass agreement. I acknowledge that I must submit this documentation in writing by certified mail to AirFit, Inc P.O. Box 5561 Eugene, OR 97405. Once verified, this annual membership agreement will be terminated as of the date AirFit Inc received valid documentation of permanent disability. No retroactive medical refunds will be issued to me. I also understand that in the event I am **temporarily** unable to exercise due to a temporary, medically documented condition and that I'm seeking a temporary freeze on my annual membership, AirFit will require a signed letter from my physician detailing the medical reason(s) for absence and expected duration of absence. I must give AirFit the physician's signed letter within 30 (thirty) days of diagnosis to be granted the temporary membership freeze. The freeze can only be for a maximum of 6 months. Additional physician documentation will be required to extend that freeze period. I furthermore understand that due to the nature of AirFit's ROAM Fitness location(s) within airports and its designed purpose to serve the traveling community, no partial or full refunds or cancellations of my annual pass may be provided due to me relocating (i.e. a relocation clause).

Facility Etiquette

Guest/Member agrees to be subject to the control of the Management, its staff, its agents, representatives and/or employees. Guest/Member agrees to conduct herself in a quiet, well-mannered fashion while using any of the ROAM Fitness facilities. I furthermore agree to all rules and policies outlined on the www.roamfitness.com website.

Member's Property: Lost and Found.

The Company and Management shall not be liable for the disappearance, loss, theft or damage to or of any

Guest/Member's personal property. Property that is found by ROAM Fitness employees will be stored for a reasonable period of time at the check-in desk.

Valuables/Secure Cubbies.

For your protection, do not bring valuables into the Facility. ROAM Fitness will provide each Guest/Member with a secure cubby for use during the Guest/Member's use of the Facility. The cubbies are not designed to protect valuables and are provided solely for the convenience of the Guest/Member. The Facility and Management are not responsible for lost or stolen items. Belongings are not to be left in lockers when you are not exercising at the ROAM Fitness.

Cellular Phones and Cameras.

To preserve a tranquil, safe environment, use of cellular phones and/or cameras in the workout areas and changing rooms /shower areas is strictly prohibited.

Damages.

The Guest/Member shall be required to pay for any damage caused by the Guest/Member to ROAM Fitness facilities, equipment, rental gear, airport structure, or electronics.

Indemnification: I recognize that there is risk involved in the types of activities offered by ROAM Fitness BWI, LLC. I accept financial responsibility for any injury that I may cause either to myself or to any other participant. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this Consent, I agree to reimburse them for such fees and costs. I further agree to defend, indemnify and hold harmless ROAM Fitness, their principals, agents, owners, directors, officers, employees, and volunteers from any and all damages, liability, attorney fees, and costs arising out of or otherwise in connection with my participation in any ROAM Fitness activities and/or use of any ROAM Fitness facilities.

Medical Expenses: I hereby consent to receive medical treatment which ROAM Fitness may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the ROAM Fitness activities or use of the ROAM Fitness facilities and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

Governing Law: I agree that this consent will be governed by the laws of the state of Oregon. In the event that I file a lawsuit against a specific ROAM Fitness facility, I agree to do so solely in the state for which that facility resides and will sign a release specifically stating that local prior to my entering of the facility. I agree that if any portion of this consent is held to be invalid, the rest shall nonetheless remain in full force and effect. This document constitutes the entire agreement between the parties and cannot be changed or modified except in writing. This consent shall be construed and interpreted as broadly as possible.

Notice of Consumer Rights: I understand that I am entitled by Maryland law to the following information: ROAM Fitness is registered with the State of Maryland, HCU-274766, REG #:B5102, Valid through August 31st, 2023.

- a) I am entitled to a copy of this agreement and I recognize that one has been auto-emailed to me at the address I provided during my purchase. I have the right to cancel this agreement in purchasing an annual pass within three business days after receiving my copy. To cancel this agreement, I must give AirFit Inc written notice of cancellation. Notice of cancellation under this provision may be delivered to AirFit at P.O. Box 5561 Eugene, OR 97405 or in-person to an official ROAM Fitness employee at any of our ROAM Fitness locations. A notice sent by mail must be postmarked by midnight on the third business day after the day on which I received my copy of the agreement. If I cancel the annual pass during that time, I am entitled to a full refund.
- b) If, during the initial term of 1 year if I purchased an annual pass, I become disabled for a period longer than three months, I may extend my membership for a period equal to the duration of my disability. To qualify for the extension, my disability must be confirmed by a physician. Since AirFit, Inc and ROAM Fitness BWI LLC are exempt from bonding, we cannot collect payments during a member's disability extension so that we are not holding more than 3 months of dues in advance.
- c) If all ROAM Fitness locations are closed for one month or more due to fire, flood, or other event that is out of AirFit's control, AirFit will at its option either: 1) extend my membership for a period equal to the

period during which all ROAM locations were closed, or 2) refund my membership dues for that period. If ALL ROAM Fitness locations are completely closed due to the fault of AirFit, for one month or more I may, at my option, either 1) extend my membership for a period equal to the period which ALL ROAM locations were closed or 2) receive a refund for my annual membership dues for that period. If the closing is not the fault of the business, AirFit is entitled to choose. I understand that AirFit Inc and its subsidiary ROAM Fitness locations are bond exempt because they do not accept more than three months payment in advance or charge an initiation fee over \$200.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AND I UNDERSTAND THAT BY SIGNING IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION. I UNDERSTAND THAT BY SIGNING THIS FORM I AM WAIVING VALUABLE LEGAL RIGHTS AND SIGN IT KNOWINGLY, VOLUNTARILY, AND OF MY OWN FREE WILL.

_____	_____	_____
Participant's Signature	Participant's Name (printed)	Date
<i>If the participant is under the age of 18,</i>		
_____	_____	_____
Parent/guardian Signature	Parent/guardian name (printed)	Date