

CORPORATE MEMBERSHIP AGREEMENT

Membership # _____ 7 digit student / employee ID # _____

Member represents, acknowledges and agrees with BTF/HP, LLC d/b/a Holmes Place ("Holmes Place", "Health Club", "we" or "our") that:

1. He or she is duly eligible through Northwestern University, d/b/a NU ("Institution Benefit Provider") as of the date below to utilize a corporate Health Club membership owned by Institution Benefit Provider upon terms set by Institution Benefit Provider. Member's membership privileges shall be honored by the Health Club upon receipt of this signed and dated Corporate Membership Agreement and in accordance with the terms of the Membership Purchase Agreement between Health Club and Institution Benefit Provider. Member's membership privileges will terminate in the event the Membership Purchase Agreement is terminated by either party.

2. He or she will be subject to all rules and regulations of the Health Club now in force or adopted in the future, including those governing use of the Health Club facilities, the equipment therein and members' dress code. Member agrees not to create any nuisance, disturbance or harass or threaten other members, guests or club personnel or commit acts of moral turpitude or fraud while using the Health Club facilities. Breach of any rule or regulation will result in revocation of the membership. We reserve the right at any time to alter the hours of operation, and the right to amend the cost of, add, modify and/or eliminate any program, facility, activity, class, or service of any Health Club, in our sole discretion. Classes and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates.

3. A \$10.00 service fee will be charged in the event a membership card is lost, stolen or destroyed.

4. Health Club membership privileges and membership card are not transferable by Member.

5. Member should consult with his/her physician before using the Health Club services and facilities in all events including a history of heart disease. Member understands and acknowledges that Health Club has no expertise in diagnosing, examining or treating any medical condition. Member agrees he/she will not use the facilities with any medical condition including infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of Member or others, and agrees he/she will use the facilities in accordance with all applicable public health requirements. It is Member's responsibility to consult with his/her physician to determine if any of these medical conditions exists and, if so, whether such condition poses a direct threat to the health or safety of Member or others. Health Club reserves the right, however, to make the final determination in this regard.

6. Neither Health Club nor Institution Benefit Provider will be responsible for loss, theft or damage of personal property.

7. **Waiver and Release.** (Not applicable in New York, Massachusetts and Rhode Island) **You (Buyer, Member, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use any facility on a club's premises, you do so at your own risk. This includes, without limitation, your use of the equipment, locker room, showers, pool, whirlpool, sauna, steamroom, parking area, or sidewalk and your participation in any activity, class, program, personal training or instruction now or in the future made available. You agree that you are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result therefrom or**

any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators, agents and assigns or others) to release and discharge Health Club and Institution Benefit Provider (and the respective affiliates, employees, agents, representatives, successors and assigns of each) from any and all claims or causes of action arising out of their negligence. This Waiver and Release of all liability includes, without limitation, injuries which may occur as a result of (a) your use of any facility or its improper maintenance, (b) your use of any exercise equipment which may malfunction or break, (c) Health Club's improper maintenance of any exercise equipment, (d) Health Club's negligent instruction or supervision, (e) Health Club's negligent hiring or negligent retention of any employee, (f) loss of consortium, (g) your slipping and falling while in any club or on the surrounding premises or (h) first aid, emergency treatment or any other services which are negligently rendered or failed to be rendered by released parties, emergency personnel or Good Samaritans, or our negligently preventing a Good Samaritan from rendering first aid.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST HEALTH CLUB OR EMPLOYER BENEFIT PROVIDER FOR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR SERVICES WE PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.

8. Cancellation Rights applicable to Corporate Memberships continue on the reverse or affixed pages.

Signature of Member _____

Date _____

Member Name _____

Date of Birth _____ Gender: Male / Female

Address _____

Telephone: (____) _____ (Day)

(____) _____ (Evening)

Email address: _____

BTF/HP, LLC Signature: _____

Once complete, please return to the Holmes Place. 355 E. Grand Ave., Chicago, IL 60611

CANCELLATION RIGHTS - NORTHWESTERN UNIVERSITY CORPORATE MEMBERSHIPS

A. CANCELLATION WITHIN 7 DAYS. You have the right to cancel this Agreement by sending written notice of cancellation within seven calendar days after the Agreement date (or within 3 business days after the first business day after the Agreement date, if later) and all monies paid pursuant to this Agreement will be refunded to you. If you cancel in accordance with this paragraph, please return with your notice your membership card, and any other documents received evidencing membership in the club. To cancel, send written notice, by registered or certified mail to Holmes Place Health Club Services, 355 E. Grand Avenue, Chicago, IL 60611. Upon cancellation, we will send your refund to you within 30 days after receipt of a written cancellation notice.

B. CANCELLATION UPON DEATH OR DISABILITY. If Buyer or Member dies or Member becomes disabled whereby Member is unable to use or receive all services contracted for, Buyer may cancel Member's membership by sending written notice of cancellation by certified or registered mail to Holmes Place Health Club Services, 355 E. Grand Avenue, Chicago, IL 60611, and Buyer or Member's estate, as the case may be, shall be liable for only that portion of the charges allocable to the time prior to the death and/or onset of such disability. You agree to supply the Company's consulting physician with satisfactory written evidence of death or disability. The cancellation notice for disability should include the following information: diagnosis, extent of disability, date of onset and estimated duration of disability. Member agrees that we may verify Member's disability directly with Member's physician and Member consents to the release of any medical information to us related to Member's disability. If you cancel in accordance with this paragraph, return Member's membership card and any other documents evidencing Member's membership in the club.

C. CANCELLATION UPON RELOCATION. Buyer may cancel Member's membership if Member permanently relocates his or her residence more than 25 miles from the club of enrollment or any other club which Member is entitled to use under the membership plan chosen or any club with comparable facilities and services which will honor the membership at no additional charge. You may also cancel Member's membership if Member resided or worked within the City of Chicago at the time this Agreement was signed and Member permanently relocates his/her residence or primary place of work outside the City of Chicago. To cancel under this paragraph, send written notice of cancellation by certified or registered mail to us at the address listed in Paragraph B along with any of the following items as proof of Member's new permanent residence: a current and valid lease, a utility bill, a bank statement or credit card bill, a yellow change of address label indicating mail was forwarded to Member's new address by the post office, or Member's new driver's license with issue date. Confirmation from employer is required if cancellation is due to relocation of primary place of work outside the City of Chicago. You agree to return Member's membership card and any other documents received evidencing Member's membership in the club. Your cancellation will be effective only when we receive all these items.

D. OTHER CANCELLATION RIGHTS. You may cancel this Agreement if your club of enrollment permanently closes and Member lives more than 25 miles from any other club which you are entitled to use under the membership plan you have chosen or any substantially similar club which will honor your membership at no additional charge. To cancel under this paragraph, return to at the address listed in Paragraph B of this Agreement, your membership card and any other documents you received evidencing your membership in the Club. Your cancellation will be effective only when we receive all these items.

E. CANCELLATION UPON DISASSOCIATION WITH NORTHWESTERN UNIVERSITY. Buyer may cancel Member's membership upon written notice to the Club at the address listed in Paragraph B, if Member or Member's spouse's association as faculty, staff or student with NU concludes.

"Buyer" refers to Northwestern University; "Member" refers to individual users of memberships; "you" refers to Buyer; "us", "we", "Club" and "Company" refer to Holmes Place Club. "Agreement" and "Contract" refers to the agreement(s) under which Member utilizes a Club membership. Contract may not require payment of a total amount in excess of \$2500 per year per member. The Club will accept notice of cancellation pursuant to any of the above provisions from Buyer or Member.