

Ryze Sports Academy LLC Membership Summary:

- Memberships are paid in advance of service on the signing renewal day of each month.
- Membership dues are paid by monthly automatic electronic payment (credit card, debit card)
- Memberships 30 days past due will be cancelled. Reinstatement requires payment of dues owed, reinstatement fee of \$25 and payment of first month of new membership.
- For memberships paid in full with a one-time payment, no refund will be issued by Ryze Sports Academy, LLC after thirty (30) days of the funds being received.
- For memberships established via recurring automatic electronic payment (credit card, debit card), no refund will be issued by Ryze Sports Academy, LLC after thirty (30) days of the current month.
- For yearly memberships, Ryze Sports Academy, LLC requires the member or parent(s) of the member, (the party responsible for payment of maintaining the membership at Ryze Sports Academy, LLC) to contact Ryze Sports Academy, LLC 1 week prior to the renewal date of the membership to cancel the auto-renewal.

1. Membership

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- a. Term Membership Payments: All 12-month term memberships are collected via auto-debit from either a debit card or credit card. By providing your, debit card or credit card information you allow Ryze Sports Academy LLC to automatically withdraw dues and fees as they come due each month. Members that select to pay the one-time annual membership fee will receive 1 month free.
- b. Family Memberships: Family is defined as children living in the same household. Only one member is allowed to satisfy dues. If a family membership drops to one member, the Dues change to the Individual rate in effect at that time.
- c. Three-Day Right of Rescission - New members have three days after signing this Agreement to cancel their membership without penalty. If the Agreement is cancelled within three (3) days, Ryze Sports Academy LLC will return to the member within thirty (30) days all amounts. To cancel, new members must inform Ryze Sports Academy LLC in writing of their intent to cancel. Written intent to cancel can be delivered to Ryze Sports Academy LLC in person or e-mailed to ryzesportsacademy@gmail.com.

2. Availability of Facility -

- a. Class, Member Hours or by Appointment only: Ryze Sports Academy LLC provides an "Open Gym" facility during member hours and based upon equipment availability.

Members may use the facilities only during scheduled classes, scheduled events, by appointment or during dedicated member hours.

Member hours and current class schedules are listed on our website at www.Ryzesports.com. Ryze Sports Academy LLC reserves the right to change member hours and/or class schedules at its sole discretion without any effect to this Agreement.

b. Limited Availability: Ryze Sports Academy LLC may close its Facility for maintenance, selected holidays and other hours based on municipal requirements. Ryze Sports Academy LLC may delete, change, discontinue, repair, or replace any part or all of the Facility without any effect on this Agreement. If no part of the Facility is unavailable for more than three (3) consecutive days (not including Sundays) for any reason, but less than fifteen (15) consecutive days (not including Sundays), except acts of nature, Ryze Sports Academy LLC will extend your membership, without Dues, for the same period the Facility was unavailable.

Should the facility become unavailable for more than fifteen (15) consecutive days (not including Sundays) for any reason including acts of nature, then you may elect to cancel this membership effective the following signing renewal date of the month. Ryze Sports Academy LLC will not be responsible for refunding any membership fees paid, including advance payments up to 12 months. Any memberships that are paid for more than 12 months in advance will have the portion corresponding to a term beyond 12 months refunded.

c. Limited Use: If you know or should know you have a problem that might prevent you from using Ryze Sports Academy LLC (i.e., medical or family emergency, business travel, vacation, etc...) and you sign this Agreement; you agree that your membership is limited accordingly. However, because this is your choice, you still must pay your monthly dues as if you could use the Facility; there will be no carry-over of monthly dues into subsequent months for any time unspent using the Facility in a previous month. See our Freeze Policy for Term Memberships and our Cancellation Policy for other options.

Freeze Policy for Term Memberships- Members may put their term membership on hold, in one calendar month increments, for up to three (3) calendar months per year for a fee of \$25 per freeze request. Notice of freeze must be given to Ryze Sports Academy LLC via e-mail ryzesportsacademy@gmail.com at least three (3) working days prior to the first day of the month to be frozen. Members will not be billed for membership during frozen months. Billing will resume automatically upon end of freeze. The current membership agreement will be extended by the number of months frozen.

Late Payment / Declined Credit Card Fees - A \$15 late payment will be due and payable for payments received five (5) days past the monthly signing renewal date. A declined credit card/debit card will result in a fee of \$25. Membership fees must be paid on or before the signing renewal date of each month. Members who are not current will not be allowed to participate in classes or receive discounts to Ryze services.

Lost Articles – Ryze Sports Academy LLC assumes no responsibility for lost or stolen articles. Lost and found articles not claimed after thirty (30) days will be donated to charity or thrown away.

Smoking, Alcohol, Food and Drink - No smoking is allowed in any part of the facility. Food or drink may be taken into the facilities if it is in a non-breakable, enclosed container. No alcohol is permitted anywhere on the premises.

Conduct – Ryze Sports Academy LLC is committed to the health, safety, welfare of each of its members and staff and will not tolerate unreasonable, threatening, obscene, harassing, indecent, or illegal behavior. Ryze Sports Academy LLC has the right to judge behavior and respond accordingly. This right includes, but is not limited to, termination of membership without refund of any member engaging in unacceptable behavior.

Damages - Members shall pay for any damages to Ryze Sports Academy LLC property which results from the willful or negligent conduct of member, member's guest or dependent children.

Rules and/or Regulations - Members who do not observe Ryze Sports Academy LLC rules and regulations or who abuse equipment in any fashion will be asked to leave. The management reserves the right to terminate membership of anyone who refuses to observe any of Ryze Sports Academy LLC rules or regulations. Not all rules and regulations are listed in this agreement. Ryze Sports Academy LLC reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all the services and facilities offered by Ryze Sports Academy LLC.

Miscellaneous –

a. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this may be waived, altered, amended or repealed, in whole or in part, only upon prior written consent of all parties.

b. Member has read, and fully agrees to the term of this Agreement and understands and agrees that by signing this Agreement (which contains a waiver, release and assumption of risks) Member has given up considerable future legal rights. Member has signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to him/her. Member certifies and warrants that he/she is 18 years of age or older and mentally competent to enter into this Agreement.

c. If any portion of this agreement is deemed illegal, void or unenforceable, then the remaining agreement shall remain in effect.

Cancellation of membership - For yearly memberships, Ryze Sports Academy, LLC requires the member or parent(s) of the member, (the party responsible for payment of maintaining the membership at Ryze Sports Academy, LLC) to contact Ryze Sports Academy, LLC 1 week prior to the renewal date of the membership.