

NEXTSTEP FITNESS, INC. (“NSF”) MEMBERSHIP INFORMATION

MEMBERSHIP LEVELS (Detailed descriptions on Pages 5 and 6)

All Access Fitness Memberships (Continuous for Six (6) Months)

- All Access Fitness Membership: \$75.00/Month

Guided Exercise Memberships (Continuous for Two (2) Months and 55 Min/Session)

- Guided Exercise 1 Membership: \$275.00/Month
- Guided Exercise 2 Membership: \$550.00/Month
- Guided Exercise 3 Membership: \$825.00/Month

FES Memberships (Continuous for Two (2) Months and Five (5) Hour/Week)

- FES Membership: \$375.00/Month

NMES Memberships (Continuous for Two (2) Months and One (1) Hour 30 Min/Session)

- NMES 1: \$500.00/Month (1 Day/Week)
- NMES 2: \$900.00/Month (2 Days/Week)
- NMES 3: \$1,250.00/Month (3 Days/Week)

Locomotor Training Memberships (Continuous for Two (2) Months)

- LT2: \$1,100.00/Month (2 Days/Week)
- LT3: \$1,650.00/Month (3 Days/Week)

A La Carte

- One (1) Guided Exercise: \$75.00/HR
- One (1) FES: \$50.00/HR
- One (1) LT: \$200.00/Session

CLIENT EVALUATION

There is an initial evaluation fee of **\$175.00** for (up to) 120-minute evaluation session due and payable on the day of evaluation. Any individual who would like to be considered for membership must complete the evaluation. New evaluations must be performed and paid for by any individuals whose membership is non-continuous for 3 months. All memberships and evaluation fees are non-transferable and are refundable only pursuant to the terms of this agreement (see “Member’s Right to Cancel” below). Memberships must be renewed for the prescribed Membership Durations outlined above, if your membership is not renewed prior to the expiration date, NSF reserves the right to non-renew and re-assign that membership slot.

MEMBER’S RIGHT TO CANCEL

You, the buyer, may cancel this agreement at any time prior to midnight of the fifth business day of NSF’s monthly business calendar, excluding Sundays and holidays. To cancel this agreement, a signed and dated notice must be received, which states that you, the buyer, are canceling this agreement, or

words of similar effect. Upon such cancellation, all payments made by Member (less payment for any service dates scheduled by NSF) will be refunded within ten (10) days after NSF receives notice of the cancellation. To cancel this membership after the fifth business day of this agreement, written notice of your intention to cancel must be delivered or mailed prior to the first of the month and you must bring your account balance to zero. You are responsible for a full month's membership, whether the facility programs are used or not, if you cancel after the fifth business day of said month. Member agrees to pay charges for services and monthly dues, whether the facility programs are used or not, until termination of membership.

If at any time during this agreement NSF eliminates or substantially reduces the scope of the facilities (see "Description of Facilities" below), Member may cancel this agreement and receive a pro rata refund. Such cancellation right is limited by the following: (1) NSF reserves the right, at its sole discretion, to make reasonable changes to the type or quantity of classes or equipment offered to Member; and (2) after providing reasonable notice to Member, NSF reserves the right, at its sole discretion, to temporarily remove facilities from operation for reasonable repairs, modifications, substitutions, or improvements.

Should Member move further than fifty (50) miles from the facilities and is unable to transfer this agreement to a comparable facility, Member may cancel this agreement and receive a pro rata refund. In such instance, NSF reserves the right to charge Member a cancellation fee of \$100.00

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CANCELLATION OF MEMBERSHIP BY NEXTSTEP FITNESS, INC.

NSF reserves the right to immediately terminate the membership of any member engaging in conduct in violation of this contract, or the rules and regulations of NSF.

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DESCRIPTION OF FACILITIES

All members are entitled to use the general gym equipment (excluding FES and Locomotor Treadmill unless identified as such based on your membership). NSF will provide basic assistance to all clients in their use of fitness facilities after a full client evaluation and equipment overview is completed with the staff. The facility will provide a variety of cardio and strength training equipment, which is fully-accessible for client usage. For safety of clients and employees alike, individuals including family, friends, nursing staff, caregivers are not permitted on or near the locomotor treadmill during active or inactive sessions. NSF strives to provide a safe, clean and efficient operating environment for its staff and clients at all times.

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MEMBERSHIP COST

Cancellations and no-shows are non-transferable to subsequent months and non-refundable. If you miss a session, you are not guaranteed a replacement session. If a member must cancel we ask that NSF be notified at least 72 hours prior to the schedule date and time. NSF membership is calculated 50% below the fair market value of the services provided and is not based on the number of sessions in a month. Late cancellation fees may apply.

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APPOINTMENT AVAILABILITY

Upon entering into the Membership Agreement, a member will be provided with days and times available for the membership type requested. If the available times and dates are not suitable, a pay-per-session(s) (PPS) may be purchased. If a member wishes to commit to purchasing individual sessions, NSF will issue weekly invoices for the sessions, which are due and payable prior to the first business day of the week in which the sessions will be completed (see Membership Cost). If a member wishes to change membership type, a written request must be delivered by no later than the 15th of the month. Changes to membership type can only be made after the minimum term (2 months for LT and GE, 6 months for SG) has been fulfilled.

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CONTINUOUS MEMBERSHIP

A re-enrollment fee of \$100.00 may be assessed and must be paid to rejoin if membership is allowed to expire or if membership is cancelled or lapses for greater than 2 months, personal hardship cases will be assessed on a case-by-case basis. All necessary paper work will have to be resubmitted prior to re-enrolling.

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PAST DUE ACCOUNTS / FEES

Membership must remain current to avoid cancellation and loss of privileges to the facility. All membership fees are due on the first of each month. Any membership not paid in full by the 5th business day of the month will incur an additional 10% charge; any membership not paid in full by the 15th business day of the month will incur an additional 20% charge. After thirty (30) days, memberships will be terminated and all balances including administrative, collections, and late fees will be due. Unpaid membership dues will be forwarded to a third party collections agency. To rejoin at a later date, all past due fees must be paid as well as a \$100.00 re-registration fee. A fee of \$25.00 will be charged for insufficient funds or returned checks in addition to late fees accrued because of insufficient funds.

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AUTHORIZATION FOR AUDIO / VISUAL CONSENT

I hereby consent and authorize the taking of photographs, movies, films, videotapes, tape recordings, or reproductions of the persons who are hereby applying for membership and consent to use, copyright, license, publication or broadcast of the same for advertising, educational, promotional, or publicity purposes on the part of the NSF and by its affiliated and associated organizations, including its directors, officers, agents, and employees. I hereby grant and assign to NSF the right, title, and irrevocable authority and interest to such Reproductions. I waive any and all claims for compensation and waive any and all claims related to or arising out of the publication and dissemination of the same of any lawful purposes. I further authorize the communication of information concerning the undersigned in connection with the utilization of such Reproductions by NSF. and its affiliated or associated organizations, and their

respective directors, trustees, officers, agents, servants and employees without claim for compensation and waive all claims related to or arising out of the publication and dissemination of the same.

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CONSENT FOR EMERGENCY TREATMENT

In the event that Member should sustain any injuries while participating in activity or while on the premises of NSF the Member may be examined and treated by health care personnel, including examination at medical facilities. I voluntarily consent to such examination and treatment for the Member, and I release and forever discharge NSF its directors, officers, staff, employees, contracted employees, agents and volunteers from any actions, suits, damages, claims, or judgments that may result from examination and treatment.

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MEDICAL CONDITIONS OR DEATH

If you are unable to participate in programs for an extended period of time due to a medical condition, your membership may be placed in an inactive status up to two months after receipt of written documentation from your physician [this excludes LT memberships which are not eligible for “inactive status” – if you must cancel an LT membership for medical reasons you will be refunded any unused portion of your contract fees]. After two months of “inactive status”, your account will become active and charges will be incurred. If you need a further extension due to a medical condition, you must notify the Director of Health & Wellness directly at (310) 546-5666 of your status. Each occurrence will be approved on a case-by-case basis upon receipt of documentation from a physician. **Should your membership not be eligible for “inactive status” due to a serious medical condition or death, it can be terminated and any unused portion of your contract will be refunded.**

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MEMBERSHIP TERM AMENDMENTS

It is fully understood that NSF reserves the right to amend or change these membership terms, and facility rules and regulations, at any time in the best interest of its clients and the organization. All membership term changes or amendments will be made in writing to all clients at least thirty (30) days in advance, except in emergency situations or where required by the landlord or by law. _____(Initial)

MEMBERSHIP AGREEMENT

Below are the signatures of all persons applying for memberships who are at least 19 years of age, and signatures of guardians for all persons applying for membership who are less than 19 years of age. **I HAVE READ AND AGREE WITH THE TERMS OF THIS CONTRACT**, and any questions were answered to my full satisfaction. I will follow the NextStep Fitness, Inc. rules and regulations, amended from time to time, and the NSF failure to timely enforce, in whole or in part, its rights, privileges or powers under this contract shall not operate as a waiver thereof. I have received a copy of this contract.

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CONTINUAL MEMBERSHIP

You will be invoiced on a monthly base for a minimum term entering into this agreement. Unless NSF is provided a written cancellation, member will continue to be billed serving as acknowledgement of continued membership for the same term.

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CHARITABLE FUNDRAISING

It is not the practice of NSF to require any Members to participate in charitable fundraising activities on behalf of NSF. There are, however, Members that actively participate in raising funds for NSF activities. The decision to undertake such activities is solely the decision of the Member. NSF will not confer any financial or other benefits upon any Member choosing to engage in fundraising activity. There will be no compensation paid by NSF to any Member that chooses to raise funds. All Member-raised funds will be directed to a general operations fund and all donations entering that fund will be used to further the charitable purposes established by the NSF Board of Directors of its authorized designees.” No Member-raised funds will be directed specifically to benefit any particular Member that raised the funds. All raised funds will be applied generally to the operations of NSF and in the best business judgment of its Board of Directors.

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MEMBERSHIP DESCRIPTIONS

LOCOMOTOR TRAINING (LT2 / LT3):

These memberships are designed to provide Locomotor Training; this intervention is the best way we know how to help “retrain” the body to walk again. It also has been proven to greatly improve the cardiovascular health, blood pressure, and other typical ailments such as skin breakdown of wheelchair dependent people. The LT sessions include 15 minutes of stretching and setup, up to 45 minutes of Locomotor Treadmill, and 30-minute of over ground training - which pushes the nervous system after you’ve activated it while weight bearing on the treadmill. All the LT packages include two (2) hours per week of FES and the same rights and privileges as an “All Access Fitness Membership”. In the event of circumstances beyond NSF’s control including but not limited to equipment malfunction, trouble shooting, and maintenance. NSF reserves the right to substitute FES or Guided Exercise for your LT session.

NEUROMUSCULAR ELECTRICAL STIMULATION (NMES 1 / 2 / 3):

Neuromuscular electrical stimulation, an activity-based therapy, provides high frequency, wide pulse width, task specific stimulation to generate a motor output while increasing the central state of excitability in the spinal cord. Neuromuscular electrical stimulation is provided via the Restorative Therapies Incorporated Sage unit with use of 12 lead wires to 12 different muscle groups based on the targeted item from the Neuromuscular Recovery Scale. Tasks are performed with and without stimulation to transfer the improved neuromuscular capacity into the home and community environment.

GUIDED EXERCISE (GE1 / GE2 / GE3):

These memberships are designed to provide 1-on-1 or even 2-on-1 attention to clients who require or desire additional support during activity sessions and to help them achieve their fitness goals. The GE1 program will provide the member with 55 Minutes of guided exercise time per week, plus 1 session of functional electrical stimulation (FES) cycling per week. The GE2 program will provide the member with two (2) 55-Minute sessions of guided exercise per week, plus two (2) sessions of functional electrical stimulation (FES) cycling per week. The GE3 program will provide the member with three (3) 55-Minute sessions of guided exercise per week, plus three (3) sessions of functional electrical stimulation (FES) cycling per week. All three memberships also include the same rights and privileges as an “All Access Fitness Membership”. NSF schedule permits to supplement any other level of membership you are currently contracted for.

FES:

This membership includes five (5) hours of FES per week. Upper extremity FES sessions are one (1) hour and lower extremity FES sessions are one (1) hour and fifteen (15) minutes.

The RT300 FES cycles used at NSF have been proven to relax muscle spasms, prevent or impeded disuse atrophy, increase local blood circulation, and maintain or even increase range of motion. You may also book individual one-hour FES session (leg or arm) as the NSF schedule permits to supplement any other level of membership you are currently contracted for.

ALL ACCESS FITNESS MEMBERSHIP

This allows the member full use of all weight and cardio equipment in the gym (excluding FES and Locomotor Treadmill). In addition, there will be staff available to assist with weight usage and client transfers to equipment as required. You are charged on a monthly basis; whether one or 30 days’ attendance.