

Member Recurring Dues

Monthly Dues \$ _____

I understand that except as provided in the initial 10-day Cancellation Policy, I must give notice by the 15th calendar day of the month in order for my cancellation to become effective on the last day of that month.

_____ Member Initials

First Year Commitment

I agree to pay an exit fee of \$75 to Gym Ventures, Inc. if I decide to terminate my membership before a full 12 months of dues has been paid. This exit fee will be deducted from the credit card on file that is used to pay for monthly dues on this account. I do understand that if I put my membership on a hold status that those months will not be included in the 12 months of dues. Member will be responsible for the exit fee if you wish to terminate under the current cancellation policy before the 12 months is completed. There will be no special circumstances permitted. _____ Member Initials

Agreement

I have read the terms of this agreement on the front and reverse of this document and agree to abide by these terms. This is a month-to-month agreement and except as provided by the Initial Cancellation Policy below, may be terminated with advance notice as provided in Article 1, Section 4 of this agreement.

Initial 10-Day Cancellation Policy

You, the buyer, may cancel this agreement at any time prior to midnight of the tenth (10th) calendar day after you have signed this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, which states that you, the buyer, are canceling this Agreement, or words of similar effects. Such notice should be sent to Gym Ventures, Inc. at the address below.

MODIFICATIONS OR ADDITIONS TO THE PRE-PRINTED TERMS OF THIS CONTRACT, OTHER THAN THE COMPLETION OF EXISTING BLANKS, ARE UNAUTHORIZED AND INVALID AND WILL NOT BE HONORED BY THE COMPANY.

Member Signature

____/____/_____
Date

Member Name

____/____/_____
Date

Gym Ventures Representative

____/____/_____
Date

Referred by:

This Membership Agreement ("Agreement") is between Gym Ventures, Inc. and the Member identified on the reverse side of this Agreement.

Section 1. Nature of Membership

Use of Facilities. Membership confers solely the right to use and enjoy the Facilities of Kid Ventures (Gym Ventures, Inc.) in accordance with Gym Ventures, Inc. rules and regulations, as they may change from time to time. "Facilities" is defined as the Kid Ventures (Gym Ventures, Inc.) Site or Sites including the membership as specified on the reverse side of this Agreement. Membership does not confer any interest in the property or assets of Kid Ventures (Gym Ventures, Inc.) or any right to participate in the management or operations of Kid Ventures (Gym Ventures, Inc.), financially or otherwise.

Section 2. Approval of Membership

Membership. All applications and memberships agreements must be on forms prescribed from time to time by Kid Ventures (Gym Ventures, Inc.) and are subject to the timely payment of the required fees and the approval by Kid Ventures (Gym Ventures, Inc.).

Section 3. Fees and Charges

Registration Fees. As a condition of membership, Member shall pay a processing fee to Kid Ventures (Gym Ventures, Inc.). The amount, manner and time of payment of such fee shall be established by Kid Ventures (Gym Ventures, Inc.) and may be changed from time to time. No portion of such fee will be refunded upon termination of membership after the ten (10) day cancellation period set forth on the reverse of this Agreement.

Dues and Charges. Members shall pay dues each month and may terminate his/her membership in accordance with the resignation procedures outlined in this Agreement. Dues and charges for membership in Kid Ventures (Gym Ventures, Inc.) shall be subject to change. A Member shall pay dues and charges pursuant to an electronic funds transfer agreement under which the amount of monthly dues and charges will be automatically transferred from the member's bank account, or charged to the member's MasterCard or VISA once each month on or after the due date for payment. A member who is unable to provide a currently effective electronic funds transfer authorization which allows such payments to be timely made, shall have no charging privileges in Kid Ventures (Gym Ventures, Inc.) for goods and services. Dues and charges incurred by all family members will be charged to one electronic funds transfer account. Receipts for goods or services purchased at Kid Ventures (Gym Ventures, Inc.) shall be issued at the time the goods are purchased or the services received, if requested by a member. Prepaid dues shall not be refunded.

Late or Returned Item Charges. A late fee will be assessed to defray Kid Ventures (Gym Ventures, Inc.) bookkeeping costs in handling the late payment for the following reasons: any payments due because of a member's resignation under Section 4 below, for a returned check, or debit problems such as insufficient funds, closed account, frozen or declined credit card or similar circumstances which result in a late payment.

Unavailability of Facilities. The obligation to pay dues is not dependent on the availability of all Kid Ventures (Gym Ventures, Inc.) Sites at all times. Repairs or maintenance may make it necessary for Kid Ventures (Gym Ventures, Inc.) to restrict use of, or close the Site. Dues will not be reduced nor suspended during the time when the Site is not available.

Section 4. Voluntary Resignation Procedure. A member may resign from Kid Ventures (Gym Ventures, Inc.) by giving advance written notice to Kid Ventures (Gym Ventures, Inc.). Resignation notices received on or before the 15th day of the calendar month will become effective on the last day of that month. Resignation notices received after the 16th calendar day of the month, will become effective on the last calendar day of the following month.

Section 5. Involuntary Resignation Procedure.

Kid Ventures (Gym Ventures, Inc.) reserves the right at any time to terminate the membership or privileges thereunder of any member for failure to comply with any of the rules and regulations adopted by Kid Ventures (Gym Ventures, Inc.) determined to be improper or in any way contrary to the best interest of Kid Ventures (Gym Ventures, Inc.) and its membership. The membership may be terminated by notification in writing mailed to the last address shown on records for the membership being terminated. A terminated member will remain liable for all dues and other indebtedness incurred prior to receipt of the membership termination notification. The membership of any member who is 45 days in arrears in the payment of his/her account to Kid Ventures (Gym Ventures, Inc.) may, at the option of Kid Ventures (Gym Ventures, Inc.), be terminated.

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Section 6. Resale of Membership

No Resale. Member may not sell or otherwise transfer the membership to any other party

Section 7. Freeze Status. Procedure. A member may apply for a freeze status by giving advance written notice to Kid Ventures (Gym Ventures, Inc.) after which he/she must pay any dues and other unpaid charges to Kid Ventures (Gym Ventures, Inc.). Requests for freeze status received on or before the 15th day of the calendar month will become effective on the last day of that month. Requests received on or after the 16th calendar day of the month will become effective on the last calendar day of the following month. Members may apply for a freeze status no more than once every twelve months for a maximum of six months. Freeze status is a reduced rate fee in lieu of full membership dues.

Section 8. Change in Residence.

Relocation Out of Area. If a member changes his/her principal residence to a location more than 25 miles from the Facilities, such member, upon written notice of the move to Kid Ventures (Gym Ventures, Inc.) shall be relieved from the obligation of making any further payments for monthly dues other than for any month prior to the change of residence. In such event, members who are subject to the deferred registration fee pursuant to Article I, Section 4 of this Agreement shall pay a fee of \$50 or less if less than six (6) months has passed since the date of the enrollment, or a fee of \$25 if more than six (6) months but less than twelve (12) months has passed since the date of enrollment.

Section 9. Arbitration/Governing Law/Jurisdiction/Venue

The parties agree to resolve any and all unasserted claims, disputed or controversies arising out of or relating to membership with Kid Ventures (Gym Ventures, Inc.) exclusively by final and binding arbitration using the American Arbitration Association's (AAA) Commercial Arbitration Rules. This includes, but is not limited to, claims related to fee disputes, personal injury and any other claim which may be asserted under the law of contract and/or law of tort and/or asserting a public policy or Constitutional claim. California law shall govern the dispute without regard to the principles of conflict of law. The parties agree the exclusive jurisdiction and venue for such arbitration shall be San Diego, CA

The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements incurred both before and after judgment in addition to any other relief to which such party may be entitled.

Section 10. Non-discrimination

Kid Ventures (Gym Ventures, Inc.) policy is to accept application for membership from any individual of good character and responsible credit background without regard to race, creed, color, sex, or national origin.

Article II. Waiver of Liability, Assumption of Risk, Release

MEMBER FAMILY ACKNOWLEDGES AND UNDERSTANDS THAT THEY ARE USING THE PREMISES, FACILITIES AND SERVICES OF KID VENTURES (GYM VENTURES, INC.) AT THEIR OWN RISK. KID VENTURES (GYM VENTURES, INC.) AND THEIR OWNERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND AFFILIATES, (INCLUDING WITHOUT LIMITATION ANY AND ALL LANDLORDS, OWNERS OR OPERATORS OF THE KID VENTURES, GYM VENTURES, INC. PREMISES AND ANY FACILITIES MADE AVAILABLE TO MEMBER FOR USE) SHALL NOT BE LIABLE – AND THE MEMBER HEREBY EXPRESSLY WAIVES ANY CLAIM OF LIABILITY-FOR PERSONAL/BODILY INDURY OR DAMAGES-WHICH OCCUR TO ANY MEMBER, OR GUEST OF ANY MEMBER, OR FOR ANY LOSS OF OR INJURY TO PERSON OR PROPERTY. THIS WAIVER INCLUDES, BUT IS NOT LIMITED TO ANY LOSS, DAMAGE OR DESTRUCTION OF THE PERSONAL PROPERTY OF THE MEMBER OR THE MEMBERS' GUESTS AND IS INTENDED TO BE A COMPLETE RELEASE OF ANY RESPONSIBILITY FOR PERSONAL INJURIES AND/OR PROPERTY LOSS/DAMAGE SUSTAINED BY ANY MEMBER OR ANY GUEST OF ANY MEMBER WHILE ON KID VENTURES (GYM VENTURES, INC.) PREMISES; USE OF THE FACILITIES AND/OR ENGAGING IN THE SERVICES OF KID VENTURES (GYM VENTURES, INC.) WHETHER USING EQUIPMENT OR NOT AND WHETHER ACTIVITY RELATED OR NOT.

_____ Member Initials

Article III. Rules and Regulations

Section 1. Registration

A member must check in and present his/her membership card each time he/she uses Kid Ventures (Gym Ventures, Inc.). There is a \$5 fee for a replacement of a membership card.

Section 2. Damages

Any damage to Kid Ventures (Gym Ventures, Inc.) property or to another person on Kid Ventures (Gym Ventures, Inc.) premises by any member, member's family (including dependent children) or guests shall be paid for by the member.

Section 3. Hours

Kid Ventures (Gym Ventures, Inc.) reserves the right to change the operating hours by posting new hours in Kid Ventures (Gym Ventures, Inc.).

Section 4. Personal Business

Members may not use Kid Ventures (Gym Ventures, Inc.) premises for personal business without prior written approval by management.

Section 5. Amendment of Rules and Regulations

Kid Ventures (Gym Ventures, Inc.) may from time to time adopt rules, regulations or policies amending or supplementing those contained in this agreement, and all members will be obligated to comply with such rules, regulations, or policies. If new or amended rules or regulations are adopted, they will be published as "Additional or Substitute Rules and Regulations," unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or members shall be otherwise advised of the amendment or supplement to the rules as necessary.

Article IV. Miscellaneous

Section 1. Interpretation of Agreement. The language of this agreement shall be interpreted as a whole, according to its fair meaning, and not strictly for or against any party regardless which is the drafter or the agreement. This agreement is the final expression of the intentions of the parties and any amendments or modifications to this agreement must be in writing signed by both parties.

Section 2. Severability. If any provision of this agreement is ruled invalid or unenforceable as applied to the parties hereto or any person or circumstance, all other provisions of this agreement, or portions of such invalid or unenforceable provision, shall remain valid and enforceable as applied to the parties hereto and all other persons and circumstances.

Section 3. Copy As Original. The parties hereto agree that fax and electronic signatures are valid and enforceable as originals and that a copy of this agreement shall be deemed an original.

I have received a copy of this membership agreement for my records. _____ Member Initials