

NEW SCHOOL IRON

MEMBERSHIP AGREEMENT

Please read this Agreement carefully before signing. By signing, you agree to all terms below.

This Membership Agreement ("Agreement") is entered into between New School Iron ("NSI," "Gym," "we," "us," or "our") and the undersigned Member ("Member," "you," or "your"). By signing this Agreement, you acknowledge that you have read, understood, and agreed to all terms, conditions, policies, and rules outlined herein.

1. MEMBERSHIP TYPES

Founding Member Membership

- Limited to the first fifty (50) members only.
- Monthly membership dues: \$99.00 per month.
- No Contract
- First month's dues are required at enrollment.
- A \$49.00 one time registration fee applies at signup
- Includes one (1) guest pass per month for the duration of your membership
- Guest passes are subject to New School Iron's guest policies, day pass rules, waiver requirements, and any additional terms listed in this Agreement, the membership FAQ, or posted facility policies.
- Founding Member rates are non-transferable and may not be reinstated if membership is canceled.

Monthly Membership

- Monthly membership dues: \$129.00 per month.
- \$99.00 one-time registration fee due at signup.
- No registration fee, No Contract
- First month's dues are required at enrollment.

6 Month Membership

- \$720.00 - 6 MONTHS FULLY PAID (no monthly payments)
- No registration fee, No Contract
- 3 Guest Passes to use at anytime during the course of your 6 month membership
- Full Access to our training environment, equipment, and member sessions

12 Month Membership

- \$1320.00 - 12 MONTHS FULLY PAID (no monthly payments)
- No registration fee, No Contract
- 6 Guest Passes to use at anytime during the course of your 12 month membership
- Full Access to our training environment, equipment, and member sessions

2. PAYMENT AUTHORIZATION & EFTA DISCLOSURE

Member authorizes New School Iron to automatically charge the payment method on file for all membership dues, personal training services, merchandise purchases, applicable fees, taxes, and any other amounts owed under this Agreement. This authorization will remain in effect until the Member cancels in writing in accordance with Section 4 of this Agreement and all outstanding amounts owed have been paid in full.

Member agrees to maintain a valid payment method on file at all times. Member may update their payment method at any time by notifying New School Iron in writing or in person.

AUTO-RENEWAL NOTICE: Membership dues are charged on a recurring basis as per the terms of your specific membership. Your membership will automatically renew or continue billing during any applicable membership commitment period, until canceled in accordance with the cancellation policy below. To cancel, you must provide thirty (30) days written notice by email or in person. No refunds will be issued for charges already processed, except where required by applicable law.

3. LATE PAYMENT POLICY

Applies only to Founding Members and Monthly Membership Members

Monthly dues are due on the Member's scheduled billing date. Any payment not successfully processed within ten (10) days of the due date will incur a \$50.00 late fee. Membership access and privileges may be suspended until all outstanding balances, including late fees, are paid in full.

4. CANCELLATION, EXPIRATION & REFUND POLICY

All membership cancellation requests must be submitted in writing by email, in person, or through another cancellation method approved by New School Iron. Verbal cancellation requests, text messages, social media messages, or informal conversations with staff or coaches do not constitute valid cancellation notice.

Except where otherwise required by applicable law, membership dues, registration fees, prepaid membership amounts, and other membership-related charges are non-refundable and non-transferable.

Nothing in this policy limits or waives any cancellation, refund, or other rights provided to members under applicable California law.

Founding Membership

Founding Memberships are billed monthly at the applicable Founding Member rate and may be canceled at any time with at least thirty (30) days written notice.

Membership dues remain payable during the 30-day notice period. If a scheduled billing date falls within the 30-day notice period, the scheduled payment will still be processed.

Upon cancellation or termination of a Founding Membership, the member permanently forfeits the Founding Member rate and all associated Founding Member benefits, guest privileges, and promotional pricing. A canceled Founding Membership may not be reinstated at the Founding Member rate. Any future membership will be subject to the membership options, rates, registration fees, and other terms then offered by New School Iron.

The one-time Founding Membership registration fee is non-refundable except where required by applicable law.

Founding Member guest passes do not roll over from month to month, have no cash value, are non-transferable, and expire upon cancellation of the membership or expiration of the applicable guest-pass benefit period.

Monthly Membership

Monthly Memberships are billed on a recurring month-to-month basis and may be canceled at any time with at least thirty (30) days written notice.

Membership dues remain payable during the 30-day notice period. If a scheduled billing date falls within the 30-day notice period, the scheduled payment will still be processed.

The one-time registration fee paid upon enrollment is non-refundable except where required by applicable law.

Membership access and associated benefits terminate upon the effective cancellation date. If a former member later wishes to rejoin, the member will be subject to the membership options, rates, registration fees, and other terms then offered by New School Iron.

6-Month Membership

The 6-Month Membership is a prepaid membership providing six (6) months of membership access beginning on the applicable membership start date. The full membership price is due at purchase. No registration fee applies.

The 6-Month Membership does not automatically renew. At the end of the six-month membership period, the membership will expire unless the member affirmatively purchases or agrees to a new membership.

Except where otherwise required by applicable law, the 6-Month Membership is non-refundable after purchase and may not be canceled for a prorated or partial refund. Failure to use the facility, membership access, guest passes, or other membership benefits does not entitle the member to a refund, credit, or extension.

The membership includes six (6) guest passes. Unused guest passes have no cash value, are non-transferable, expire at the conclusion of the six-month membership period, and may not be carried over to another membership term.

Upon expiration, the member may purchase any membership option then offered by New School Iron. Purchase of a 6-Month Membership does not guarantee the same membership price or terms will be available upon renewal.

12-Month Membership

The 12-Month Membership is a prepaid membership providing twelve (12) months of membership access beginning on the applicable membership start date. The full membership price is due at purchase. No registration fee applies.

The 12-Month Membership does not automatically renew. At the end of the twelve-month membership period, the membership will expire unless the member affirmatively purchases or agrees to a new membership.

Except where otherwise required by applicable law, the 12-Month Membership is non-refundable after purchase and may not be canceled for a prorated or partial refund. Failure to use the facility, membership access, guest passes, or other membership benefits does not entitle the member to a refund, credit, or extension.

The membership includes twelve (12) guest passes. Unused guest passes have no cash value, are non-transferable, expire at the conclusion of the twelve-month membership period, and may not be carried over to another membership term.

Upon expiration, the member may purchase any membership option then offered by New School Iron. Purchase of a 12-Month Membership does not guarantee the same membership price or terms will be available upon renewal.

Membership Expiration & Renewal

Prepaid 6-Month and 12-Month Memberships automatically expire at the conclusion of their applicable membership periods. They do not automatically convert into recurring month-to-month memberships unless the member affirmatively agrees to a new membership arrangement.

Any renewal or subsequent membership purchase will be subject to the membership options, pricing, registration fees, benefits, terms, and conditions offered by New School Iron at that time.

Founding Memberships and Monthly Memberships are recurring memberships and will continue to be billed according to their applicable billing schedules until properly canceled in accordance with this policy.

California Cancellation Rights

Nothing contained in this Agreement is intended to limit, restrict, or waive any cancellation, refund, relocation, disability, death, or other rights available to a member under applicable California law.

Where California law provides a member with a cancellation or refund right that conflicts with any provision of this Agreement, applicable law will control.

Account Standing

Cancellation requests will not waive or erase any past-due balance. All outstanding balances, failed payment fees, unpaid dues, or other charges must be paid before the membership account is considered closed.

New School Iron reserves the right to suspend facility access during any period in which a member's account is past due.

5. MEMBERSHIP FREEZE

Membership freezes may be approved at NSI's sole discretion for medical, military, or other approved circumstances. Supporting documentation may be required.

Approved freezes are subject to the following terms:

- Maximum freeze duration: three (3) consecutive months per calendar year.
- During an approved freeze, membership dues will be suspended or reduced as determined by NSI management.
- A freeze administration fee of \$20.00 per month may apply.
- Freeze periods do not count toward fulfillment of any minimum membership commitment.
- Requests must be submitted in writing at least seven (7) days prior to the desired freeze start date.

6. HEALTH SCREENING & MEDICAL CLEARANCE

Member represents and warrants that they are in good physical health and know of no medical or physical condition that would prevent them from engaging in active or passive exercise, or that would be worsened by participation in an exercise program.

Member acknowledges that NSI strongly recommends all Members consult with a licensed physician prior to beginning any exercise program, particularly if they:

- Have been physically inactive for one year or more.
- Have been diagnosed with, or have a family history of, cardiovascular disease, diabetes, or other chronic illness.
- Are pregnant or post-partum.
- Have experienced chest pain, shortness of breath, or dizziness during physical activity.

By signing this Agreement, Member affirms they have completed or waived a physical activity readiness assessment and take full responsibility for their decision to engage in exercise activities at NSI.

7. PERSONAL TRAINING AND POSING SESSIONS

All scheduled personal training or posing sessions require at least twenty-four (24) hours notice for cancellation or rescheduling. Members who fail to attend a scheduled one-on-one session without proper communication will be charged a \$25.00 missed appointment fee. Repeated no-shows may result in suspension of scheduling privileges.

8. MERCHANDISE, APPAREL, FOOD & BEVERAGE SALES

All sales are final. No refunds, exchanges, credits, or returns will be issued for:

- Clothing and apparel
- Merchandise
- Supplements
- Food, beverages, and snacks
- Grip socks
- Any retail products sold by New School Iron

Defective merchandise may be reviewed on a case-by-case basis at management's sole discretion.

9. MEMBER CONDUCT AND FACILITY RULES

Members agree to:

- Treat staff, trainers, guests, and fellow members with respect.
- Follow all posted gym rules and staff instructions.
- Re-rack all weights and equipment after use.
- Wipe down equipment after use.
- Use equipment safely and only for its intended purpose.
- Wear appropriate athletic attire and footwear while training.

The following are prohibited:

- Harassment, intimidation, or threatening behavior.
- Fighting, disorderly conduct, or disruptive behavior.
- Use or possession of illegal drugs or alcohol on the premises.
- Smoking or vaping inside the facility.
- Unauthorized personal training, coaching, or soliciting business on gym premises.
- Filming or photographing other members or staff without their explicit consent.
- Possession of weapons or dangerous items.

Violation of gym rules may result in suspension or termination of membership without refund.

10. HOURS OF OPERATION

New School Iron is generally open seven (7) days per week from 6:00 AM to 10:00 PM. The Gym reserves the right to modify operating hours, temporarily close portions of the facility, or close entirely for holidays, maintenance, repairs, special events, emergencies, or other operational needs. Members shall not be entitled to refunds, credits, or reductions in membership dues due to temporary closures, modified hours, equipment maintenance, or facility improvements.

11. GUESTS, DAY & WEEK PASSES

Memberships do not include guest privileges. Non-members may access the facility through the purchase of a day pass and completion of all required waivers and agreements.

Current Day Pass Rates

- Standard Day Pass: \$30.00 per day
- Accompanied Guest Day Pass: \$25.00 per day when entering with an active NSI member

Day passes are valid only for the date of purchase, are non-transferable, are non-refundable, and do not create a membership relationship with New School Iron. All guests and day pass users must comply with all facility rules and policies. New School Iron reserves the right to refuse entry or revoke guest privileges at its sole discretion.

Current Week Pass Rates

- Standard Week Pass: \$99.00 per 7 days

Week passes are valid only for 7 days after the date of purchase, are non-transferable, are non-refundable, and do not create a membership relationship with New School Iron. All guests and day pass users must comply with all facility rules and policies. New School Iron reserves the right to refuse entry or revoke guest privileges at its sole discretion.

12. LOCKER & PERSONAL STORAGE POLICY

NSI may provide lockers for use during Member's visit. Use of lockers is subject to the following:

- Lockers are for day-use only. Members may not store personal belongings overnight.
- Any items left in lockers after closing will be removed and held for a maximum of thirty (30) days, after which they may be discarded or donated.
- NSI reserves the right to open any locker at any time for safety, maintenance, or security purposes.
- NSI is not responsible for lost, stolen, or damaged items stored in lockers. See Section 16 (Personal Property).

13. PHOTO, VIDEO, AND MEDIA RELEASE

Member acknowledges that photographs, video recordings, livestreams, promotional content, and other media may occasionally be captured within the facility during normal business operations, events, competitions, workshops, training sessions, or promotional activities.

By signing this Agreement, Member grants New School Iron, its owners, employees, contractors, affiliates, and authorized representatives the irrevocable right and permission to photograph, record, reproduce, publish, distribute, display, edit, and otherwise use Member's image, likeness, voice, appearance, and participation for lawful business purposes, including but not limited to social media content, marketing and advertising materials, website content, promotional campaigns, printed materials, and educational and training content.

Member understands and agrees that: (a) no compensation shall be owed for such use; (b) New School Iron shall own all rights to such media content; (c) Member waives any right to inspect or approve the finished product or its use; and (d) New School Iron may use such media worldwide and in perpetuity.

Members who do not wish to appear in promotional content may submit a written request to management. While New School Iron will make reasonable efforts to honor such requests, incidental appearance in facility-wide photographs or recordings may still occur.

Member Recording Policy: Members may not film or photograph other members, staff, or trainers without their prior explicit consent. Violation of this policy may result in immediate termination of membership without refund.

14. EMERGENCY CONTACT & MEDICAL AUTHORIZATION

Emergency Contact Name: _____

Relationship: _____ **Phone:** _____

In the event of a medical emergency, Member authorizes NSI staff to contact emergency services (911) on Member's behalf and to share the emergency contact information provided above. Member

understands that NSI staff are not medical professionals and are not obligated to provide medical treatment. New School Iron and its staff shall not be held liable for actions taken or not taken in good faith during a medical emergency.

15. ASSUMPTION OF RISK

Member understands that strength training, cardiovascular exercise, bodybuilding activities, posing instruction, and use of gym equipment involve inherent risks, including serious injury, illness, permanent disability, and death. Member voluntarily assumes all risks associated with participation in activities at New School Iron. Member affirms that they are physically capable of participating in exercise activities and will seek medical advice if necessary before beginning any exercise program.

16. RELEASE OF LIABILITY

To the fullest extent permitted by law, Member releases and holds harmless New School Iron, its owners, employees, contractors, trainers, agents, and affiliates from any claims, liabilities, damages, losses, costs, or expenses arising from participation in gym activities or use of gym facilities. This release includes claims arising from ordinary negligence but does not apply where prohibited by law.

17. INDEMNIFICATION

Member agrees to indemnify, defend, and hold harmless New School Iron, its owners, officers, employees, contractors, trainers, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Member's conduct on the premises; (b) Member's violation of this Agreement; (c) Member's violation of any rights of another person; or (d) any injury or damage caused by Member to another member, guest, or staff member.

18. PERSONAL PROPERTY

Members and guests are solely responsible for their personal belongings. New School Iron is not responsible for lost, stolen, or damaged personal property, whether or not stored in a locker.

19. FACILITY RULES AND POLICY CHANGES

New School Iron reserves the right to modify gym rules, operating procedures, hours of operation, equipment availability, membership policies, pricing, and facility offerings at any time. Updated policies become effective upon posting within the facility, publication on official communication channels, or notification to members.

20. TERMINATION OF MEMBERSHIP

New School Iron reserves the right to suspend or terminate membership for violation of gym rules, unsafe conduct, harassment of staff or members, non-payment, fraudulent activity, or conduct deemed detrimental to the facility or its members. Termination for cause shall not entitle the Member to any refund.

21. DISPUTE RESOLUTION & BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to this Agreement, the breach, termination, enforcement, interpretation, or validity thereof, or Member's use of the facility (collectively, "Disputes") shall be resolved exclusively through final and binding arbitration, rather than in court.

Arbitration shall be conducted by a single neutral arbitrator under the rules of the American Arbitration Association (AAA) or JAMS, as mutually agreed, and shall take place in Los Angeles County, California. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

CLASS ACTION WAIVER: Member and NSI each agree that any Dispute will be resolved only on an individual basis and not as a class, collective, or representative action. Member expressly waives any right to participate in a class action lawsuit or class-wide arbitration.

Nothing in this section prohibits either party from seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm pending arbitration.

22. MINOR MEMBERS & PARENTAL CONSENT

Individuals under the age of eighteen (18) ("Minors") may only become members with the written consent and co-signature of a parent or legal guardian ("Guardian"). By signing below on behalf of a Minor, Guardian:

- Represents that they have legal authority to bind the Minor to this Agreement.
- Agrees to all terms of this Agreement on behalf of the Minor.
- Assumes full financial responsibility for all dues, fees, and charges incurred by the Minor.
- Acknowledges the inherent risks of physical exercise on behalf of the Minor and releases NSI from all liability to the same extent as an adult Member.
- Agrees that the Minor must be accompanied by the Guardian or a designated adult approved in writing by NSI.

(If applicable) Minor Member Name: _____

Guardian Name: _____

Guardian Signature: _____ **Date:** _____

23. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible.

24. ENTIRE AGREEMENT

This Agreement, together with any addenda or policies incorporated by reference herein, constitutes the entire agreement between Member and New School Iron with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, warranties, and agreements, whether oral or written. No modification of this Agreement shall be valid unless made in writing and signed by an authorized representative of New School Iron.

25. ELECTRONIC SIGNATURES

Member agrees that an electronic signature is as legally binding as a handwritten signature. Electronic signatures on this Agreement are valid and enforceable under the California Uniform Electronic Transactions Act (UETA), Civil Code § 1633.1 et seq., and the federal Electronic Signatures in Global and National Commerce Act (E-SIGN), 15 U.S.C. § 7001 et seq.

26. GOVERNING LAW & VENUE

This Agreement shall be governed by and interpreted under the laws of the State of California, without regard to its conflict of law provisions. Subject to the arbitration provisions in Section 21, any legal action not subject to arbitration shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and the parties hereby consent to the personal jurisdiction of such courts.

MEMBER ACKNOWLEDGMENT

By signing below, I acknowledge that I have read, understood, and agree to all terms of this Membership Agreement, including the binding arbitration clause in Section 21 and the release of liability in Section 16.

Member Name (Print): _____

Member Signature: _____

Date: _____

If Member is a Minor, Guardian must also sign in Section 22 above.

New School Iron Representative (Print):

Representative Signature: _____

Date: _____