

### Terms and Conditions

Tornado Fitness LLC urges you and all members to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise classes. All exercises, including the use of free weights and use of any and all machinery, equipment, and apparatus designed for exercising shall be at the member's sole risk. Member understands that the agreement to use, or selection of exercise programs, methods and types of equipment shall be member's entire responsibility, and Tornado Fitness shall not be liable to member for any claims, demands, injuries, damages, or actions arising due to injury to member's person or property arising out of or in connection with the use by member of the services, facilities, and premises of Tornado Fitness. Member hereby holds Tornado Fitness, its officers, owners, agents, and employees harmless from all claims which may be brought against them by member or on member's behalf for any such injuries or claims.

If by reason of death or permanent disability, the buyer is unable to continue the membership, buyer or buyer's estate shall be relieved from the obligations of this contract, and if buyer has prepaid any sum, the prorated amount shall be promptly refunded. Should member permanently move their residence more than 25 miles from 635 Main Street Aumsville Oregon, this agreement will be suspended if member provides legitimate verification (subject to approval) of the move. If member cancels their membership(s) for any other unsubstantiated reason, upon payment of a cancellation fee of \$100.00 per member, this contract will be suspended. Member agrees to follow club rules as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership.

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER/ MEMBER COULD ASSERT AGAINST THE CLUB AS A RESULT OF THES CONTRACT. RECOVERY BY THE BUYER/ MEMBER SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE BUYER/ MEMBER TO THE CLUB PURSUANT TO THIS CONTRACT. YOU THE BUYER MAY CANCEL THIS AGREEMENT BY MIDNIGHT OF CLUB'S THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT, AND SUCH CANCELLATION MUST BE IN WRITING TO THE CLUB. IN THE EVENT THE CLUB CLOSES AND CEASES DOING BUSINESS, YOU ARE NO LONGER OBLI GATED TO MAKE PAYMENTS UNDER THIS AGREEMENT.**

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Club Representative

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Primary Member (Buyer) (must be 18 years of age to sign)

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