

Body Shop Movement Studio, LLC

MEMBERSHIP AGREEMENT

This *MEMBERSHIP AGREEMENT* sets forth the Terms and Conditions under which the undersigned individual(s) shall be granted the privileges of membership or participate as a client(s) at the San Marcos, Texas location owned and operated by Body Shop Movement Studio, LLC (“Body Shop”), a Texas limited liability company. The individual member(s) or client(s), by his/her signature(s) below, acknowledge and agree that he/she has read and understands this Membership Agreement and will be bound by the terms and conditions set forth below.

UNLIMITED MONTHLY MEMBERSHIP PRIVILEGES

- Unlimited monthly yoga classes (onsite and online)
- Discounts on Body Shop workshops and events.
- Discounts on merchandise at the studio
- Convenient monthly auto-pay from credit card or personal checking account
- Optional 60 day inactive status (membership freeze) available to accommodate vacation or health issues.

UNLIMITED VIRTUAL MEMBERSHIP PRIVILEGES

- Unlimited monthly online yoga classes
- Convenient monthly auto-pay from credit card or personal checking account
- Optional 60 day inactive status (membership freeze) available to accommodate vacation or health issues.

TERMS AND CONDITIONS

1. **Unlimited Access to Classes.** Member shall, upon payment of the Membership Dues, have unlimited access to yoga/fitness classes

offered by Body Shop at its studio located at 1917 Dutton Drive, suite 110, San Marcos, Texas, 78666 (the "Studio").

2. **Dues.** Upon execution of this Membership Agreement, Member shall pay to Body Shop the Membership Dues pursuant to Member's chosen payment plan. Dues will be automatically withdrawn from a Member's credit card or personal checking account each month during the term of the Member's membership at Body Shop. Upon receipt by Body Shop of notification by Member of Member's desire to cancel his/her membership in accordance with the notification requirements of Section 3 below, Body Shop shall, after the end of the 30-day notification period, discontinue further automatic withdrawals from Member's credit card or personal checking account.

3. **Notification of Cancellation.** The Member acknowledges and agrees that Body Shop will only cancel Member's membership upon the receipt by Body Shop of written notification 30 days prior to the next scheduled auto-pay date. Written notification must be emailed to Body Shop at ***info@bodyshoptx.com*** (Subject line should read "Body Shop Membership" and body of email must identify each Member wishing to cancel membership). Phone, verbal or voice mail cancellations will not be accepted or effective. Body Shop will send a confirmation email upon receipt of cancellation email notice from cancelling Members.

4. **Release of Liability.** Member acknowledges and agrees that the practice of yoga/fitness includes inherent risks and that his/her membership at the Studio is contingent upon Member's execution of an Acknowledgement and Assumption of Risks and Release of Liability Agreement, the terms and conditions of which are incorporated into this Membership Agreement as if restated herein in its entirety.

5. **Modification.** This Agreement may only be modified by the mutual written agreement of both parties hereto. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein.

6. **Entire Agreement.** The parties agree that this Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all previous communications, proposals, representations and agreements whether oral or written relating to the subject matter hereof.

7. **Waiver.** Waiver by Body Shop Movement Studio of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.

_____ Printed Names of all Participants
(Each Adult and Child Must Be listed)

_____ Signature of Primary Adult Participant/
Additional Participants Date