**Spark Fitness POLICIES**

**Effective July 1, 2013**

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**SPARK FITNESS CLUB POLICIES**

At Spark Fitness we have adopted policies, procedures, rules and regulations (“policies”) designed to provide for the safe, enjoyable and healthy use of our premises and events by you—our members and guests.

These policies apply to your conduct in the Spark Fitness studio premises, including its parking lot, sidewalks, and child care play area (“premises”). They also apply to your conduct during its programs, training, events or other Spark Fitness-sponsored activities off the premises (“events”).

These policies supplement those posted or otherwise provided in our studio, on our website or at our events. In some instances, the law may establish different requirements applicable to certain centers and may not be called out here. To the extent of a conflict with other policies, the more restrictive policy applies.

If you violate any of these policies, your membership or studio access may be suspended or terminated. Our decision on all questions regarding construction or interpretation of these policies is final.

We may change these policies at any time without notice in our sole discretion. You may find the most recent version of these policies at www.yoursparkfitness.com. As a member or guest of Spark Fitness, you are responsible to review and comply with these policies at all times.

**GENERAL POLICIES**

* **Proper Conduct.** We strive to uphold a safe, fun environment. As such, we expect proper, respectful conduct in the studio at all times. We do not permit disrespectful conduct including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or language.
* **Weapons.** You may not bring or use weapons of any kind on the premises for any reason.
* **Proper Attire.** You must wear proper attire at all times.
* **Member Access.** As a member or participant, you may not enter the studio without signing in with your own name to the studio software system. If this program is unavailable, it is your responsibility to ensure that you inform a staff member of your participation.
* **Personal Belongings.** Do not bring or store any valuables in the studio, including watches, jewelry or large amounts of cash. Do not leave valuables in plain view in your vehicle. Be sure your vehicle is locked. We are not liable or responsible for any lost, stolen or damaged personal property, whether from lockers, vehicles or other locations on the premises. Please inquire in person at the desk for lost articles that may have been found.
* **Injuries.** If youare injured while on the premises, please seek immediate assistance from a Spark Fitness staff member. A staff member can provide or arrange for appropriate medical assistance and complete an incident report.
* **Physical Examination.** We strongly encourage that you have a complete physical examination prior to beginning any new exercise or nutrition program.
* **Solicitation.** Unless expressly authorized by Spark Fitness, you may not solicit—whether in person or in writing— any members, guests or staff members on the premises or during off- premises events, including but not limited to solicitations for political or religious purposes, media interviews, business opportunities, or competitive products or services.
* **Cell Phones.** Please use common courtesy when using cell phones in the studio.
* **Photography.** You may not take photographs or video on the premises without the advance approval.
* **Food.** You may not bring your own food into the center, but you may bring clear non-alcoholic liquids in closeable, unbreakable bottles.
* **Alcohol.** You may not consume alcohol in the studio. You may not use our equipment, services or programs while under the influence of alcohol.
* **Drugs.** You may not use, possess or sell any illegal drug on the premises, including but not limited to anabolic steroids or other illegal growth- enhancing substance. You may not use our equipment, services or programs while under the influence of illegal drugs. You should not use, or should stop using, any equipment, service or program if your prescription medication adversely impacts or influences your ability to safely use it.
* **Smoking.** You may not smoke, chew or use any other tobacco products in the Spark Fitness studio including any outdoor areas (e.g., sidewalks or parking lot), or at Spark Fitness events.
* **Studio Closure or Access Restrictions.** We reserve the right to close or restrict access to the studio, without advance notice, for any reason, including but not limited to closures or restrictions related to construction, remodeling, repair, or maintenance (whether planned or unplanned) or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues. Your obligation to pay membership fees is not dependent upon usage, availability or access to the studio.
* **Illness.** You may not enter the premises if you have a contagious illness that may be transferred through ordinary use of our equipment, services or programs. You must cover exposed lesions or rashes.
* **Animals.** You may not bring any animal on the premises unless it is a service animal performing its duties in the care of a person who requires its assistance or is an on-duty law enforcement animal (“exempt animals”).
* **Damage to Studio.** You may not damage the studio in any way, including but not limited any damage to, or theft of, exercise equipment, towels, supplies or other club property. If you damage the studio, you may be required to reimburse the studio for its cost.
* **MEMBERSHIP POLICIES**  Spark Fitness offers various participation options. Our membership levels, prices, dues, fees, amenities, benefits, programs, classes, events amenities are subject to change or termination at any time.

•**Minor Members.** Given our commitment to a family-friendly environment, we welcome children as members. Children ages 12 and older are welcome in Spark Fitness classes and at Spark Fitness events.

* **Membership and Class Fee Payments.** We collect monthly membership dues, and certain other payments (such as recurring payments for services) by electronic fund transfer from the designed bank account or credit or debit card on file for your membership (“EFT Account”). We are not responsible for overdraft fees. We do not issue regular monthly invoices. To establish your membership, you must provide a valid Credit Card. In special circumstances, however, you may avoid forthcoming monthly dues electronic funds transfer by providing an alternate method of payment to the center at least three business days prior to the last day of the month. To change your designated dues-paying account, please see a staff member. Dues are subject to change by Spark Fitness at any time.
* **StudioTab.** We automatically enroll Spark Fitness participants in the StudioTab program. Your current Credit Card will be kept on file and used in the event of unpaid participation fees, no-show fees, equipment purchases and replenishing 10 Class Passes. StudioTab will also renew monthly auto-pay memberships. If a participant has questions regarding charges or wishes to not participate in the StudioTab program they should see the Studio Manager.
* **Membership Changes and Information.** Subject to applicable restrictions, you may make changes to or obtain information about your membership. Please see a staff member.

• **Membership Suspension or Termination.** We permit you to suspend or terminate your membership under certain circumstances upon advance written notice.

o **Membership Freeze.** You may suspend, or freeze, your membership for **medical or military purposes only.** To do so, you must submit a written statement from your treating physician or orders from your military service branch that you are unable to use the center. Unless medical documentation or military orders are dated otherwise, we will freeze your membership for up to 90 days.

o **Membership Termination:** Because we do not use long-term membership contracts, you may terminate your membership for any reason upon **advance written notice** to Spark Fitness.

o **Membership Suspension or Termination by Spark Fitness.** We reserve the right to suspend or terminate your membership, or any member on your membership, at any time for a failure to comply with these or any of our other rules, regulations, procedures or policies (which may be amended as necessary), or for conduct we determine to be improper or contrary to our best interests..

• **Refund Methods.** Unless otherwise required by law, we will not issue refunds. If a refund is required, it will be applied only to the payor as follows:

o **Credit Card.** Payments made via credit card will be refunded to the same credit card account used at the time of purchase.

o **Cash or Check.** Payments made via cash, check or bank withdrawal may be refunded by means of a Life Time gift card, membership dues credit, or check. Refunds for payments by check will be processed within 30 days, unless the payor provides a copy of the cleared bank draft or check from his or her financial institution in which case the refund may be made more quickly.

o **EFT from Bank Account.** Payments made via electronic fund transfer from a bank account (EFT or ACH) may be refunded by means of a Life Time gift card, membership dues adjustment credit, or credit to the payor’s original bank account. Refunds will be processed within 30 days.

**CHILD CARE**

We have designed the following child care policies to provide a healthy, safe and secure environment for all children. Unless required by law, our child centers are not licensed, nor equipped to provide one-on-one care for children of any age. We may limit use of the child center in our discretion, including designated play spaces. We reserve the right to terminate or suspend child care privileges for failure to follow these policies or other directives or instructions from our child center team members.

* **Security.** You and your child must enter and exit together. You must sign in for each child. You may not take any photographs or video in the child center area. We are not responsible for any lost or stolen items from cubbies or other child center areas.
* **Behavior.** To address behavioral issues, we will implement the use of a “three strikes” rule for children two years of age and older and activity redirection for children younger than two. We will page parents if a crying child cannot be comforted within 10 minutes. We reserve the right to terminate or suspend child center privileges for any child who exhibits unsafe or inappropriate behavior.
* **Clothing and Diapers.** Children must be completely covered on top and bottom, including shorts, pants, tights or other covering over diapers, underwear or swimsuit bottoms. Children must wear socks and/or shoes; bare feet are not allowed. Wheels on shoes must be removed prior to entry. Parents are responsible, and will be paged to change their own child’s wet or soiled diaper.
* **Food and Drink.** You may bring into the child center a labeled “sippy” cup with water only or, for an infant, a bottle with milk or pre-mixed with formula clearly labeled with your child’s name. We will not mix formula for bottles. You may not bring into the child center any juice, milk, soda, snacks, candy, gum or other food from home.
* **Sick Children.** In an effort to maintain a sanitary and healthy environment, we may exclude, or require that you remove, from the child center any child we deem in our sole discretion to be a sick child. If a child becomes sick while in the child center, you must immediately remove the child, whom we will endeavor to isolate until you check the child out. If your child does not attend day care, preschool, or school due to sickness or illness, your child may not use our child center. We may require a physician’s verification of wellness before a sick child returns to the child center. We reserve the right to determine whether a child is sufficiently sick to be excluded or removed from the child center, but a child who exhibits one or more of the following symptoms is subject to exclusion or removal:  o A child with a reportable illness or condition that a physician determines has not had sufficient treatment to reduce risk to others.

o A child with chicken pox, until no longer infectious and the lesions are crusted over.

o A child who has vomited or had any abnormally loose stool within the prior 24 hours.

o A child who has had contagious conjunctivitis (pink eye) or pus draining from the eye.

o A child with a bacterial infection, such as strep throat or impetigo, who has not yet completed 24 hours of antimicrobial therapy.

o A child whose nose must be wiped more than three times or is otherwise profusely runny, with either green or clear mucus.

o A child with unexplained lethargy.

o A child with untreated and/or contagious lice, ringworm, or

scabies.

o A child with a temperature of 99 degrees axially or higher.

o A child with an undiagnosed rash or a rash attributable to a contagious illness or condition.

o A child with significant respiratory distress (a bad cough). o A child who is not able to participate in child center activities in

reasonable comfort.

o A child who requires more care than our staff can provide without compromising the health and safety of other children.

**GROUP FITNESS**

We offer introductory to advanced group fitness classes focused on cardio (e.g., athletic and choreographed), flexibility, balance and strength.

* **Class Etiquette.** We request that you arrive for class a few minutes early to prepare your space or equipment (e.g., bike, yoga mat/props, etc.) and, as applicable, sign in. The warm up at the outset of the class is an important part of the work out. If you arrive late, please enter the class quietly and appropriately. Because classes are designed as group activities, you should follow the instructor’s routines or instructions consistent with your personal abilities and limits. You must wait for a class to conclude before entering the studio to prepare for the next scheduled class. Please wear attire and, except for yoga, shoes appropriate for the class. After class, please wipe down and return all equipment to its proper place. Only Spark Fitness team members may operate the stereo and lighting equipment.

**PERSONAL TRAINING**

* **Services.** Our personal training services include instruction, coaching, advice, lessons or demonstration concerning physical exercise, physical fitness, exercise strategies, nutrition, wellness, fitness products, fitness equipment and other fitness-related activities by personal trainers, nutrition coaches, teaching pros or other instructors (“personal training”). Personal training services are available to members, typically for a fee per session.
* **No Personal Training by Members or Guests.** You may not solicit or conduct on the premises any personal training as defined above, with or without compensation.