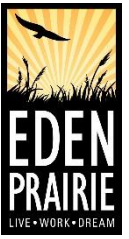


VIRTUAL MEMBERSHIP TERMS AND AGREEMENTS

This Membership Agreement ("Agreement") is between the City of Eden Prairie ("City") and the signer of the Agreement ("Member"). Member desires to become a member of the Eden Prairie Community Center ("EPCC"). In consideration of the mutual benefits to be gained by the performance of this Agreement, the parties hereto agree as follows:



1. Member's Acceptance Rules and Policies: Upon acceptance of this application by the City, the Member hereby agrees to the terms and conditions of this Agreement. The Member has reviewed the membership rights and privileges and agrees to abide by all rules and policies of the EPCC, which are subject to change without notice. A complete list of our policies are located on our website edenprairie.org/communitycenter

2. Dues: The Member shall pay membership dues. The amount of the dues, and the manner and time of payment, shall be established by the EPCC and may be changed from time-to-time. Member's obligation to pay dues is not dependent on the availability of the virtual platform functionality or any disruptions in service. The number of live class offerings from week to week or the number of available on-demand classes from week to week will not be subject to any retroactive refunds to membership dues. No joining fees will be tied to virtual memberships.

3. Waiver of Liability: The Member understands that although the EPCC's services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such services and programs may result in injury or death to the Member and Member's children. **It is expressly agreed that all exercises shall be undertaken at Member's and Member's children's sole risk, and that the Member assumes the risk of any injuries he or she or the Member's children may suffer while participating in virtual fitness classes; and that the City, the EPCC, and the officers, employees and agents of each shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the Member, the Member's children or property arising out of or connected with the use of any of the services provided by the EPCC; and the Member does hereby expressly forever release and discharge the City, the EPCC, and the officers, employees and agents of each, from all such claims, demands, injuries, damages, actions or causes of action, and from all acts of negligence, active or passive, and all other fault, on the part of the City, the EPCC, and their officers, employees and agents.** The Member is strongly encouraged to have a complete physical examination by a medical doctor prior to beginning any workout program or strenuous activity. If the Member has a history or family history of heart disease, Member should consult a physician before joining the EPCC.

4. Voluntary Termination: The member may terminate membership after one full billing cycle or 60 days by providing notice on a membership change form. Notice must be hand delivered to the EPCC during business hours or emailed to communitycenter@edenprairie.org. Notices received by the EPCC between the 1st and 25th of a given month will be effective at the end of the same month. A notice received between the 26th and the end of a given month will be effective at the end of the following month. Such voluntary termination shall not be deemed effective until after the expiration of notice period and after all required payments have been made by the Member to the EPCC.

5. Involuntary Termination: The EPCC may terminate the membership of the Member, at any time and without notice, for the reasons including but not limited to those listed in "a" through "c" below. A terminated Member remains liable for all dues and other indebtedness incurred.

- A.** If Member or Member's guest fails to comply with any of the rules or regulations adopted by the EPCC;
- B.** If Member or Member's guest engages in conduct the EPCC determines to be improper or contrary to the best interest of the EPCC; or
- C.** If the Member is fifteen (15) days in arrears in his or her account to the EPCC.

6. Delinquent Accounts: If the Member fails to make payment within fifteen (15) days, in addition to being subject to involuntary termination, the account will be classified as delinquent and the Member will be responsible for all collection costs, including attorneys' and other collection fees, and any fees from add-on addendums.

7. Minors: A person under nineteen (19) years of age may not become a member without permission of his or her parent or legal guardian. If Member is under the age of nineteen (19), Member's parent or legal guardian must agree to the terms and conditions of this Agreement and execute the Agreement on Member's behalf.

8. Non-Discrimination: It shall be the policy of the EPCC to accept applications for membership from any individual, couple or business of good character and responsible credit background without regard to race, creed, color, gender, age, marital status, sexual orientation, status to regards to public assistance, disability or national origin.

9. Assignment of Agreement: Member may not sell, assign or transfer Member's membership rights under this Agreement. Member may not share links to live or on-demand virtual fitness classes with nonmembers.

10. Indemnity: Member hereby agrees to indemnify, hold harmless and defend the EPCC from and against any and all claims, losses, damages, injuries, costs and expenses, including court costs and reasonable attorney's fees, in any manner relating to or arising out of the acts or omissions, negligent or otherwise of Member, Member's guests and/or anyone else for whose acts and/or omissions Member may be liable. The provisions of this paragraph shall survive the termination of this Agreement.

11. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

12. Audio & Visual Disclaimer: The Eden Prairie Community Center does not own any of the music featured in our videos. The Terms and Agreements as part of the Virtual Fitness Membership apply to the use of these videos. The videos are for personal non-commercial use only and not for public performance. Sharing of the videos is strictly prohibited and will jeopardize users eligibility for a virtual membership.

13. Risk and Liability: To participate in virtual group fitness program offered by the Eden Prairie Community Center (EPCC):

I understand that there are inherent risks to participating in an exercise program that may involve strenuous physical activity. I agree that EPCC, the City of Eden Prairie and its agents shall not be liable nor responsible for any injuries resulting from my participation (whether at EPCC, home, outside, in another facility or virtually) and I expressly release and discharge EPCC, the City of Eden Prairie, employees, agents and/or assigns from all claims, actions, judgments, etc. which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage that may occur in connection with my participation in a group fitness program. This release shall be binding upon my heirs, executors, administrators and assigns.

14. Membership Information: Questions regarding membership at the Eden Prairie Community Center should be directed to the Customer Service staff at 952-949-8470 or by emailing communitycenter@edenprairie.org.