

TERMS OF USE

Effective February 12, 2018

1. Guest Pass Terms.

Pass is good for 3-day at Greate Bay Racquet & Fitness. Guests must be resident of Atlantic or Cape May counties. All guests must have a scheduled appointment with a Greate Bay representative. All guests must complete a guest registration form and complete a tour of the Greate Bay facility. A valid driver's license or picture ID (with birthdate) must be presented for admittance to the facility. The guest, at minimum, must be of the age to be enrolled in high school. Valid for new and first-time guests only. Not available for resale or redeemable for cash.

2. Greate Bay Racquet & Fitness Terms and Conditions.

By visiting, accessing or using any part of Greate Bay Racquet & Fitness, I expressly accept, agree to and consent to be bound by the terms and conditions of this Greate Bay Racquet & Fitness Use Agreement ("Agreement").

3. Waiver of Electronic Consent.

I authorize Greate Bay Racquet & Fitness to send text messages and/or telephone calls to my cell phone for any purpose, including marketing purposes concerning Greate Bay Racquet & Fitness. I agree that these calls or texts may be regarding the products and/or services that Greate Bay Racquet & Fitness may market to me. I understand that standard text messaging rates will apply to any messages received from Greate Bay Racquet & Fitness. I also understand that I or Greate Bay Racquet & Fitness may revoke this permission in writing at any time. I agree not to hold Greate Bay Racquet & Fitness liable for any electronic messaging charges generated by this service. I further agree that in the event my cell phone number and/or cell provider changes I will inform Greate Bay Racquet & Fitness if I wish to continue to receive text messages and/or telephone calls.

4. Accuracy of My Personal Information.

I represent and warrant that all information that I provide to Greate Bay through www.GreateBay.com is current, accurate, complete and truthful, including but not limited to all initial or updated registration or membership information, including the legal name, street address, email address, telephone number, photo ID and financial transaction account information related to me or anyone on my membership.

5. Use Agreement Modifications.

Greate Bay Racquet & Fitness may modify this Agreement at any time. Such modification shall be effective immediately upon either posting of the modified agreement or by notifying me.

6. ASSUMPTION OF RISK AND WAIVER OF LIABILITY.

I EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS INHERENT IN ACCESSING AND USING Greate Bay Racquet & Fitness, INCLUDING BUT NOT LIMITED TO LOSS, THEFT, BREACH, MISUSE, OR UNAUTHORIZED USE OF PERSONAL INFORMATION. I EXPRESSLY ASSUME THESE RISKS, AGREE TO ACCESS AND USE Greate Bay Racquet & Fitness AT MY OWN RISK, AND AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST Greate Bay Racquet & Fitness, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, RELATED TO SUCH ACCESS OR USE (INCLUDING CLAIMS ON BEHALF OF MINORS ON MY MEMBERSHIP) FOR ANY DAMAGE, LOSS, OR INJURY OF ANY KIND SUSTAINED BY ME OR ANY PERSON ON MY MEMBERSHIP CAUSED AS A RESULT OF Greate Bay Racquet & Fitness' NEGLIGENCE, BUT NOT THOSE RESULTING FROM GROSS NEGLIGENCE, WILFULL MISCONDUCT, OR RECKLESS DISREGARD, UNLESS PROHIBITED BY APPLICABLE PRIVACY LAW.

7. INDEMNIFICATION.

I AGREE TO INDEMNIFY AND HOLD HARMLESS Greate Bay Racquet & Fitness AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL LOSS, EXPENSES, DAMAGES, AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS FEES, RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM MY VIOLATION OF THIS USE AGREEMENT. I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS Greate Bay Racquet & Fitness AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF MY USE OF Greate Bay Racquet & Fitness IN BREACH OF THIS AGREEMENT OR THE USER CONTENT I MAKE AVAILABLE VIA www.GreateBay.com BY ANY MEANS, INCLUDING WITHOUT LIMITATION THROUGH A POSTING, A LINK, REFERENCE TO USER CONTENT, OR OTHERWISE, UNLESS PROHIBITED BY APPLICABLE LAW.

8. Other.

To the extent that any part of the terms and conditions in this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of the Agreement shall remain in full force and effect. I agree that Life Time's failure to exercise or enforce a legal right, remedy or benefit which is contained in the Agreement or any applicable law does not constitute waiver of its right to do so later.

I HAVE READ, UNDERSTAND AND VOLUNTARILY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS USE AGREEMENT.

9. Time Frame Online requests/ electronic passes must be activated within 72 hours of emailed request.