

# iTHRIVE YOGA, 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 at the Parker, Colorado location owned and operated by iThrive Yoga, LLC, a Colorado limited liability company (“iThrive”). The individual member(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.

### MEMBERSHIP PRIVILEGES

- Unlimited monthly yoga classes
- Discounts on iThrive Yoga studio workshops and teacher trainings
- Access to studio sauna and meditation room
- Convenient monthly auto-pay from credit card or personal checking account
- Optional 30 day inactive status available to accommodate vacation or health issues

### TERMS AND CONDITIONS

1. Unlimited Access to Classes. Member shall, upon payment of the Membership Dues set forth below, have unlimited access to yoga classes offered by iThrive at its studio located at 10233 S. Parker Road, Suite 107, Parker, Colorado, 80134 (the “Studio”).
2. Dues. Upon execution of this Membership Agreement, Member shall pay to iThrive the Membership Dues pursuant to Member’s chosen payment plan as set forth in Attachment A. Discounted membership dues are available to Members who elect a 1 year membership; however, cancellation of membership prior to the expiration of the 1 year membership period shall result in the payment of a \$99 cancellation fee, which fee shall be charged to the credit card or personal checking account on file.  
  
Members who elect a month to month membership are required to continue their membership for a minimum of three months and are subject to a \$99 cancellation fee if membership is canceled prior to the third month of membership. Dues will be automatically withdrawn from a Member’s credit card or personal checking account each month during the term of the Member’s membership at iThrive. Upon receipt by iThrive of notification by Member of Member’s desire to cancel his/her membership in accordance with the notification requirements of Section 3 below, iThrive 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 iThrive will only cancel Member’s membership upon the receipt by iThrive of written notification 30 days prior to the next scheduled auto-pay date. Written notification must be emailed to iThrive at [grow@iThriveYoga.com](mailto:grow@iThriveYoga.com) (Subject line should read “Yoga 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. iThrive 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 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 iTHRIVE 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.

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

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Signature of Primary Adult Participant/ Additional Participants

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Date

# Unlimited Membership Agreement

Yes! Please sign me up for the Unlimited Yoga Membership at the following rate:

## Monthly Unlimited Recurring Membership (Three Month Commitment)

- \$99 Individual** (1 person)
- \$129 Couple** (2 people living in the same household)
- \$159 Family** (up to 4 people living in the same household)
- \$79 Youth** (Ages 8-13, see front desk for safety restrictions & details)

## New Mother's Unlimited Recurring Membership (Nine Month Commitment)

- \$59 Individual** (1 person)

## 1 Year Agreement – Paid in advance = BEST VALUE!

- Adult** - \$1,188 (1 person)
- Couple** - \$1,548 (2 people living in the same household)
- Family** - \$1,908 (up to 4 people living in the same household)
- Youth** - \$948 (Ages 8-13, see front desk for safety restrictions & details)

**\*15% Discount for Yoga Instructors and Civil Service Professionals** (Full-time teachers, Police, Fire and Military). Please show valid certification or I.D.

### Please charge my:

- Visa
- Mastercard
- American Express

**The monthly charge will be applied on the same day each month as your beginning month.**

If opting to pay the 1 Year Agreement, I authorize iThrive Yoga to charge the full amount one time.

I understand that if I need to terminate my iThrive membership, I will provide a 30 day written notice.

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Name as it appears on selected credit card

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Street Address

City/State/Zip Code

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Phone Number

Email Address

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Signature

Date