

**HONDA WELLNESS CENTERS
MEMBERSHIP APPLICATION**

(PLEASE PRINT)

ASSOCIATE/CONTRACTOR NAME _____ ASSOCIATE/CONTRACTOR NUMBER _____

ADDRESS _____ CITY & STATE _____ ZIP _____

EMAIL ADDRESS _____ CONTACT NUMBER: _____

COMPANY _____ RETIRED? (PLEASE CIRCLE) **Y OR N**

EMERGENCY CONTACT NAME _____ EMERGENCY PHONE _____

Associate Membership dues are fixed annually as outlined below.

You will be charged once for your yearly membership in the full amount, and you must make payment prior to your enjoyment of services at the Honda Wellness Centers. You will be eligible to utilize the Honda Wellness Centers on the first day that you pay the annual membership fee, beginning after the payment is provided. A change in membership type may result in additional fees.

THIS IS AN ANNUAL AGREEMENT AND MAY BE TERMINATED HEREIN AS SET FORTH.

We, in our individual capacity and/or in the capacity as parent or legal guardian of the persons designated as "MEMBERS" below, hereby make application for permission from American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (collectively "Honda") to enter upon its premises and into the Associate Wellness Center 12500 Meranda Road, Anna, Ohio 45302; PMC Fitness Center, 25000 Honda Parkway, Marysville, OH 43040; East Liberty Wellness Center at ELP, 11000 State Road 739, East Liberty, OH 43319; Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040; ADC-OH Rec Center, 21001 State Route 739, Raymond, OH 43067; TMP-OH Activity Center, 6964 OH-235, Russells Point, Ohio 43348; Honda Wellness Center, 1800 Honda Drive, Lincoln, AL 35096; Honda Health & Fitness Center, 1919 Torrance Blvd, Torrance, CA 90501, (collectively, the "Centers") and to use the facilities therein for exercise and recreational purposes, for the amount of **SEE Attachment A, titled "Membership Fee Table."** Wellness Centers hours of operations can be found at www.hondawellness.com. We received a copy of the Wellness Center Rules and Regulations ("Rules") and agree to follow such policy and rules. We understand that failure to follow any of the Rules may lead to revocation of my access to any of the Wellness Centers. We agree that the Rules may be revised, supplemented or amended in the sole and absolute discretion of Honda and any such changes shall become immediately effective upon posting in the Centers.

UNAVAILABILITY OF CENTERS

The obligation to pay dues is not dependent on the availability of all or any particular Centers at all times, or the type or quantity of the classes or equipment offered at the Centers. Repairs, maintenance and other circumstances may make it necessary, and The Fitness Center reserves the right to, restrict use or close one or more of the Centers, as well as the right to change the type and quantity of the classes and equipment offered at the Centers. Dues will not be reduced nor suspended during the time when one or more Centers are not available.

NOTICE OF CANCELLATION RIGHTS

You, the buyer, may cancel this agreement at any time prior to midnight of the tenth calendar day after the date you signed this agreement. To cancel this agreement, you must deliver in person, manually, by certified mail, return receipt requested, or by electronic mail message, the signed and dated copy of this cancellation notice or any other written notice of cancellation, which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to one of the addresses listed above, Attn: Member Services. The NOTICE OF CANCELLATION form is included at the end of this Application.

Additionally, you may cancel this contract if: (1) by reason of death or disability, you are no longer able to receive benefits of the services; or (2) your employment has ended and you have completed request for cancellation; (3) the Centers close or relocate more than five miles; or (4) you, the buyer, relocate out of town where a Wellness Center is not within a 15-mile radius of your new location and you have completed request for cancellation. In the case of this type of cancellation, the Application shall be proportionally divided by all the days in which the Center was available to you as part of this Application. Upon notice of one of the four reasons above, Honda shall return to you (or your representative) the amount paid in excess of the proportional amount. Notice of these events

should be provided in writing and submitted online or delivered by manual delivery, personal delivery, or by certified mail delivery, return receipt requested, or by electronic mail to hondafitness@ahm.honda.com. All information and material of a personal or private nature that is acquired directly or indirectly from Member including but not limited to, answers to tests or questionnaires, photographs, or background information, will be returned to Member by regular mail within 30 days after the expiration or termination of this Agreement for any reason.

If you are cancelling your membership for a reason other than those listed above, cancellation may be completed by completing the Cancellation of Membership Form prior to thirty days before your next billing date.

CONSENT AND RELEASE

In consideration of the permission and privilege to use the Centers, and recognizing that exercise and recreational activities are, by their very nature, potentially dangerous and hazardous to persons and property alike, we hereby specifically agree to and acknowledge all of the following:

In consideration of our individual use of the Centers' exercise equipment and facilities, we expressly agree and contract, that Honda and their respective stockholders, officers, directors, associates, representatives and agents, including the Center staff, shall be released and shall not be liable for any damages, claim, liability or demand of any kind resulting from any claim, liability or demand of any kind resulting from any injury, medical condition or complication, or damage or loss (including death) of any kind to any of the persons designated as "MEMBERS" below or to their property or any property in the possession, whether caused by the negligence of Honda or any of the persons mentioned in this Membership Application, the acts or omissions of other Center members or other third parties, or otherwise, except as otherwise prohibited by applicable law.

By the execution of this Application, we accept and voluntarily assume all risks and hazards which may cause injury or medical condition or complication, including, without limitation, musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, damage or loss to ourselves or our property or any property in our possession, while we or our property is in, on or traveling to or from the Center, which may occur, without limitation, as a result of the following: (a) our use of amenities and equipment at the Centers, our receipt of instruction and other services from the Centers' staff, or our participating in any activity, class, program or instruction, including an exercise program; (b) the malfunction of any equipment in the Centers; (c) the Centers staff's training, supervision, or dietary recommendations; (d) our slipping and/or falling while in or on the Centers' premises, including adjacent sidewalks and parking areas, (e) our completing a fitness assessment; (f) lost, stolen, or damaged property, on or about the premises; (g) our use of the facilities during unstaffed hours; and (f) while otherwise using the Centers.

We further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely our responsibility and that we should consult a physician prior to undergoing any changes in exercise or diet. We understand use of the Centers and participation in fitness assessments and health and fitness program activities is strictly voluntary, is not required of employees, spouses and family members, and we may discontinue my participation at any time. We understand at any time we may review this Consent and Release by requesting a copy from the Centers staff. We agree if any portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

Further, although we recognize that no duty to do so exists or is hereby created, nevertheless, in the event that any of the persons designated as "MEMBERS" below sustains any personal injury or medical condition or complication either before, during or after exercise or recreation at the Center, we specifically authorize Honda and/or its representatives to do either or both of the following, should they so choose:

A. We authorize Honda and/or its onsite management contractor to voluntarily and gratuitously perform on-site treatment for the injury, condition or complication, and/or to voluntarily and gratuitously provide transportation for the purpose of obtaining treatment elsewhere. We expressly recognize that any on-site treatment will not necessarily be performed by persons having medical training, including training as emergency medical technicians, and we acknowledge that Honda have in no way represented that this treatment will be performed by persons having such training. We further understand that none of Honda nor their respective representatives who perform any on-site treatment and/or provide any transportation for the purpose of obtaining treatment elsewhere will expect or accept any remuneration for the same. Therefore, and in return for this voluntary and gratuitous treatment and/or transportation, we hereby specifically release Honda and their respective stockholders, officers, directors, associates, representatives and agents, including the Center staff, from any claim, liability or demand of any kind of any of the persons designated as "MEMBERS" below resulting from such treatment and/or transportation, whether caused by the negligence of the persons performing the treatment and or providing the transportation, or otherwise.

B. We also authorize Honda and/or its onsite management contractor to make arrangements with third parties for medical treatment for the injury, condition or complication including but not limited to emergency, laboratory, diagnostic and/or surgical treatment, and/or to make arrangements with third parties for transportation for the purpose of obtaining such treatment. We expressly give my/our consent for this treatment and/or transportation to any emergency medical services, physicians,

nurses, other medical personnel, hospitals and/or medical transportation services that Honda, in its sole discretion, may select, and we specifically agree that we will assume full responsibility for payment for such treatment and/or transportation.

We understand at certain times there will be no staffing or supervision at the Centers. We are aware that if we sustain any injury or other medical complication during my participation in activities at the Centers there will likely be no one to respond to our emergency and that Honda has no duty to provide assistance to us while we are at the Centers.

We understand that the Centers utilize audio and visual monitoring and recording 24 hours per day (everywhere except for areas where there is a reasonable expectation of privacy), including remote video access. The monitoring and recording is for security purposes but does not guarantee against any wrongdoing, injury or harm. All recording and storage will be in compliance with state and federal laws and other applicable policies of Honda.

We understand that Honda may utilize third-party vendors to assist with carrying out their duties to any of us, individually as a member. Personal information may be shared with those vendors, including health information, only to the extent necessary.

SOLE AND ENTIRE AGREEMENT

This Membership Application constitutes the sole and entire agreement of Honda and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Membership Application is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Membership Application or invalidate or render unenforceable such term or provision in any other jurisdiction. This Membership Application is binding on and shall inure to the benefit of Honda and me and their respective successors and assigns. All matters arising out of or relating to this Membership Application shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this agreement may be brought only in the federal and state courts located in the state of Ohio and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS SET FORTH IN THIS MEMBERSHIP APPLICATION, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. The terms contained in this Membership Application policy shall be binding upon the heirs, administrators, executors and assigns of all of the persons designated as “MEMBERS” below.

I FURTHER ACKNOWLEDGE THAT THIS IS AN ANNUAL CONTRACT.

<u>“MEMBER”</u>				
Print Name	Sign Name	Date of Birth	Date	
<u>ADDITIONAL “MEMBERS”</u>				
Print Name	Sign Name (Parent/Legal Guardian: Sign for members under 18 years of age)	Badge Number (if applicable:)	Date of Birth	Date

<u>(STAFF ONLY) REPRESENTATIVE OF AMERICAN HONDA MOTOR CO., INC. OR HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC</u>		
Print Name	Sign Name	Date

NOTICE OF CANCELLATION (TO BE COMPLETED WHEN CANCELLING ONLY)

(Copy – Retained by Wellness Center)

Date of contract: _____

You may cancel this contract for any reason at any time at any time prior to midnight of the tenth calendar day after the date you signed the Agreement, and if the facility or services that is the subject of the contract is not available when you sign the contract, you may cancel the contract at any time prior to midnight of the tenth calendar day after the date on which you receive your first service under the contract that was then unavailable. If you cancel within this period, the seller must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you received your first service under the contract. The seller must also cancel and return to you within twenty business days any papers that you have signed.

To cancel this contract you must deliver in person, manually, by certified mail, return receipt requested, or by electronic mail message, the signed and dated copy of this cancellation notice or any other written notice of cancellation, to American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (“Honda”), by mail or by in-person delivery at the center location you applied: Associate Wellness Center 12500 Meranda Road, Anna, Ohio 45302; PMC Fitness Center, 25000 Honda Parkway, Marysville, OH 43040; East Liberty Wellness Center at ELP, 11000 State Road 739, East Liberty, OH 43319; Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040; ADC-OH Rec Center, 21001 State Route 739, Raymond, OH 43067; TMP-OH Activity Center, 6964 OH-235, Russells Point, Ohio 43348; Honda Wellness Center, 1800 Honda Drive, Lincoln, AL 35096; Honda Health & Fitness Center, 1919 Torrance Blvd, Torrance, CA 90501; or by email at hondafitness@ahm.honda.com not later than midnight of the tenth business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available when the contract was signed, not later than midnight of the tenth business day after the date on which the first service under the contract is available.

I hereby cancel this contract.

Print Name: _____

Address: _____

E-Mail Address: _____

Signature: _____

Date: _____

NOTICE OF CANCELLATION (TO BE COMPLETED WHEN CANCELLING ONLY)

(Copy – Provided to Member)

Date of contract: _____

You may cancel this contract for any reason at any time at any time prior to midnight of the tenth calendar day after the date you signed the Agreement, and if the facility or services that is the subject of the contract is not available when you sign the contract, you may cancel the contract at any time prior to midnight of the tenth calendar day after the date on which you receive your first service under the contract that was then unavailable. If you cancel within this period, the seller must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you received your first service under the contract. The seller must also cancel and return to you within twenty business days any papers that you have signed.

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I hereby cancel this contract.

Print Name: _____

Address: _____

E-Mail Address: _____

Signature: _____

Date: _____