

1. **DISCLAIMER OF LIABILITY.** Future Fitness Health Club urges all members to obtain a physical examination from their physicians prior to the use of any exercise equipment or attendance in any exercise class. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive(s) any cause of action of any kind whatsoever arising as the result of such activity from which any liability may or could accrue to Future Fitness Health Club, its officers, agents, employees, instructors or assigns.

2. **RULES AND REGULATIONS.** MEMBER AGREES TO FOLLOW CLUB RULES AS PROMULGATED FROM TIME TO TIME. Violation of these rules may be the cause for suspension or cancellation of membership.

3. **SEVERABILITY.** If any part of this contract shall be held invalid, that part shall be deemed excluded from this contract and the remainder of the contract shall remain in full force and effect.

4. **NOTICE.** ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

5. **JURISDICTION.** To the full extent permissible by law, for purposes of any dispute arising out of this agreement, all parties hereto agree to the sole and exclusive jurisdiction of the State of Connecticut and to the application of Connecticut law.

6. **ENTIRE AGREEMENT.** The Member and Future Fitness Health Club acknowledge that this Agreement constitutes their entire agreement. It cannot be amended except in written form executed by both parties.

7. **CANCELLABILITY AND TRANSFERABILITY.** This membership is not negotiable, transferable or cancellable except as otherwise provided herein.

8. **BUYER'S RIGHT TO CANCEL.**

- A. If you wish to cancel this contract, you may cancel by mailing a written notice by certified or registered mail 31 days prior to cancellation date, to the health club. The notice must say that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign the contract. After you cancel, the health club may request the return of all contracts, membership cards and other documents of evidence of membership. The notice must be delivered or mailed to:

Future Fitness Health Club
157 Boston Post Road
N Windham, CT 06256

- B. You may also cancel this contract if you relocate your residence further than twenty-five miles from any health club operated by the seller or from any other substantially similar health club which would accept the obligation of the seller. (You must send this request for cancellation and acceptable proof of move to the health club at the address below.)

- C. This contract may also be canceled if you die. If you become disabled, you shall have the option of:

- (1) being relieved of liability for payment on that portion of the contract term for which you are disabled, or
- (2) extending the duration of the original contract at no cost to you for a period equal to the duration of the disability.

You must prove such disability by a doctor's certificate, which certificate shall be enclosed with the written notice of disability sent to the health club (to the address below). The health club may require that you be examined by another physician agreeable to you and the health club at its expense.

If you cancel, the health club may keep or collect an amount equal to the fair market value of the services or use of facilities you have already received.

9. **NOTICES.** Except as otherwise provided herein, all notices to the center shall be sent certified or registered mail to:

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157 Boston Post Road
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