



This Membership Agreement (this Membership Agreement, as the same may be amended from time to time, this "Agreement"), made on the date signed below, is by and between SJS&W Washington Property LLC d/b/a The St. James ("The St. James," "St. James," "we," "our" or "us"), located at 6805 Industrial Road, Springfield, VA 22151, and the undersigned member ("you" or "Member," and meant to reference, jointly and severally, the undersigned Member, together with each sub-member).

You hereby agree to accept and abide by the terms of this Agreement and understand that this Agreement is for an initial term ("Initial Term") of two (2) month(s) commencing on _____ (the "Initiation Date") and will continue thereafter on a month-to-month basis unless cancelled in accordance with the Terms and Conditions of Membership. You agree that St. James' Terms and Conditions of Membership may be revised, supplemented or amended in the sole and absolute discretion of St. James and any such changes shall become immediately effective upon posting or other notice provided to Member, including any posting on a website owned, published or maintained by St. James.

AUTHORIZATION FOR EFT/CC TRANSACTIONS. Unless you prepay for your membership, dues (including fees for any services checked above) will be automatically billed and collected electronically once every month (your "Billing Period") beginning on the Initiation Date and continuing on that same day every Billing Period or as soon thereafter as practical, until your membership is cancelled as provided herein. See your St. James Recurring Payments Authorization for additional terms and conditions regarding your recurring payments.

MEMBER INFORMATION ☐ Male ☐ Female

Name	
Address	
Email	
Mobile Phone	
Home Phone	
Employer	
Work Address	
Work Phone	

MEMBERSHIP SELECTION

MEMBERSHIP	PRICING
<input type="checkbox"/> Wellness	
<input type="checkbox"/> Relaxation	
<input type="checkbox"/> Indulgence	

PAYMENT

DUES	PRICING
Initiation Fee	
Total Monthly Dues	
Prepaid Dues (if any)	
Discounts Applied	
Subtotal	
Sales Tax	
Total	

THE ST. JAMES TERMS AND CONDITIONS OF MEMBERSHIP

NOTICE

ANY HOLDER OF THIS AGREEMENT OR NOTE IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

GENERAL PROVISIONS

Except to the extent expressly governed by this Agreement, the type of membership available, any applicable fees, the suspension, termination, or cancellation of this Agreement or this membership, expulsion of Member (or any sub-Members, dependent children, or guests), and all other matters affecting or relating to the Member or this membership are solely within the discretion of St. James. No membership shall be denied or conditioned based upon disability, race, creed, religion, gender, sexual orientation or national origin. All memberships are non-proprietary, non-voting, and non-assignable by the Member. Member shall be responsible for any improper, destructive, or abusive conduct of Member and any guest or invitee of the Member. St. James expressly reserves the right to add, eliminate, or alter any St. James facilities at any time.

MEMBER'S RIGHT TO CANCEL

If you wish to cancel this Agreement, you may cancel by making or delivering written notice to St. James. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to The St. James, 6805 Industrial Road, Springfield, Virginia 22151.

- If canceled within three (3) business days of the Initiation Date, you will be entitled to a refund of all moneys paid.
- If you cancel this Agreement during the Initial Term, you agree to reimburse The St. James for the amount of any discounts received on spa services you received during the Initial Term.
- You may also cancel this contract if The St. James goes out of business or relocates and fails to provide comparable alternate facilities within five (5) driving miles of the facility designated in this contract.
- You may also cancel if you become physically unable to use a substantial portion of The St. James services for thirty (30) or more consecutive days, and your estate may cancel in the event of your death. You must prove you are unable to use a substantial portion of The St. James services by a doctor's, physician assistant's, or nurse practitioner's certificate, and The St. James may also require that you submit to a physical examination, within thirty (30) days of the notice of cancellation, by a doctor, physician assistant, or nurse practitioner agreeable to you and The St. James.
- Except for a termination pursuant to Section 2.a., The St. James may retain or collect a portion of the contract price equal to the proportionate value of the services or use of facilities you have already received. Any refund due to you shall be paid within thirty (30) days of the effective date of cancellation.
- A Member may cancel at any time after the Initial Term by providing written notice of cancellation thirty (30) days in advance, provided that such notice is delivered in person or posted by registered or certified mail, return receipt requested to St. James at the address stated on the first page of this Agreement. Any money to be refunded shall be paid within thirty (30) days of receipt by St. James of written notice of cancellation.

FACILITY USE/TERMINATION

Each Member shall have the right to use the facilities and programs available to such category of membership during the term of this Agreement, subject to the provisions herein and any rules and regulations now in force or hereafter promulgated by St. James. St. James reserves the right to terminate any membership at any time for any violation of St. James' rules or any conduct which, in the opinion of management in its sole discretion, is prejudicial to the welfare, good order, and character of the facilities. A Member shall not be entitled to any refund or credit on account of the closure of the facilities due to inclement weather, holidays, acts of God, partial or total damage to or destruction of the facilities, maintenance, repair or restoration, acts of any governmental authority, health or safety conditions and termination or conclusion of business. Upon termination or cancellation of membership, the Member shall remain liable for all outstanding dues or charges owed. St. James also reserves the right to terminate, or refuse renewal of, your membership for any reason upon written notice and a refund of the pre-paid dues, if any.

MEMBERSHIP FREEZE POLICY

Members may temporarily suspend their membership in accordance with the following terms:

- After completion of the Initial Term, you may freeze your membership once per contractual year for a minimum of one (1) month and a maximum of three (3) consecutive months in one-month increments. You will be charged a freeze fee of \$15 per month.
- You may not freeze your membership for any reason unless your account is in good standing.
- All freeze requests must be made in advance. No retroactive freezes are permitted.

INITIATION FEE

Unless otherwise provided herein, the initiation fee is non-refundable. The initiation fee is not a prepaid sum for services; it merely entitles you to access The St. James.

ASSUMPTION OF RISK

Member, on behalf of himself/herself as well as any sub-members, dependent children, or guests, understands and agrees that engaging in physical activities, receipt of spa services, and participation in and/or use of St. James' facilities involves an inherent risk of loss or injury to persons or property. Member further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) Member's participation in and/or use of St. James' facilities (including locker rooms and spa, pool, shower, and other wet areas in the St. James), whether supervised or unsupervised and whether on or off St. James' premises; (ii) any dietary recommendations by St. James staff, (iii) medical disorders resulting from Member's participation in and/or use of St. James' facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by Member or any other person), including, without limitation, slip and fall accidents in or around St. James' premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using St. James' facilities or traveling to/from St. James; (v) theft or loss of personal property (including, without limitation, personal property kept in lockers); and (vi) theft or loss of property while using St. James' facilities. Member expressly agrees that Member (a) is participating in and/or using St. James' facilities at Member's sole risk with knowledge of the dangers involved, and (b) to the extent permitted under applicable law, assumes all risk of loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for

such loss or injury whether due to participating in and/or using St. James' facilities, improper supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of St. James and its principals, contractors, affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (each a "St. James Party"). Member is cautioned against bringing valuables onto St. James' premises. Without limiting anything set forth in this Agreement, all personal effects, automobiles, and other property brought by the Member onto St. James' premises shall be solely the Member's responsibility, and no St. James Party shall be liable for any damage, destruction, theft, or other loss of such personal property.

WAIVER OF LIABILITY AND INDEMNIFICATION

Member, on behalf of himself/herself as well as any sub-members, dependent children, or guests, hereby waives and releases St. James, its agents, representatives and employees for liability for claims of property damage or loss incurred by Member, his/her family members or guests upon St. James' facilities or at St. James' sponsored events. Member agrees to indemnify St. James, its agents representatives and employees from and against any and all demands, claims, suits, actions, causes of action, and liabilities, including attorneys' fees, resulting from personal injury, property loss or damage directly or indirectly caused by Member or Member's family and/or guests, including negligent, reckless, and intentional conduct.

AGREEMENT TO ARBITRATE ALL DISPUTES

IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND ST. JAMES ("ST. JAMES" AS USED IN THIS PROVISION INCLUDES ALSO INCLUDES ST. JAMES' AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND ST. JAMES CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR ST. JAMES LOCATION, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND ST. JAMES ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND ST. JAMES. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF THE CLUB IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

HEALTH WARRANTY AND ASSUMPTION OF RISK

Member represents that Member, and any sub-members, dependent children, or guests, is/are in good health and has/have no known disability, impairment, injury, disease or ailment which would cause increased risk of injury or adverse health consequences as a result of the receipt of spa services or the use of The St. James' facilities. Member agrees to provide complete and accurate information to spa practitioners, including on any intake and treatment-related forms. The St. James may refuse to provide any service or treatment based on information provided. Communications from The St. James and its representatives are not intended to be a substitute for professional medical advice, diagnosis, or treatment, and does not constitute medical or other professional advice. Member agrees to follow any and all health and safety instructions provided by St. James regarding use of its facilities and equipment to prevent accidents and injuries. Member acknowledges that the use of St. James' facilities, equipment, services and programs involves an inherent risk of personal injury and that Member should be aware of his/her medical history and

consult with a physician prior to engaging in or continuing exercise and/or receiving spa treatments. Member assumes all risks of personal injury to him/herself, his/her family members and guests. ("Member," as used in this provision, also includes any of Member's sub-members, dependent children or guests who use St. James' facilities.)

MEDICAL AND INJURY RELEASE

All guests must sign a medical and injury release form prior to using St. James' facilities and follow all St. James rules. All guests must prove that they are at least eighteen (18) years of age or older or are at least fourteen (14) years of age and accompanied by a parent or legal guardian. Guest fees are subject to change without notice. St. James may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion.

NOTICES

Except as otherwise stated herein, all notices to St. James shall be mailed (certified or registered, return receipt requested) to 6805 Industrial Road, Springfield, VA 22151 or to such other address designated for notice as posted on St. James' website. A cancellation notice should include sufficient information to identify Member, including name, address and/or email address. Member agrees to the use of e-mail, text messaging, mail, telephone (including cell phone), and any other form of communication via a mobile device, the internet, or other electronic or technology-based media as a form of personal and promotional communication with St. James. Member e-mail addresses will not be sold or rented to third parties, but may be made available to contract vendors solely for promoting affinity programs with The St. James. St. James will remove Member's e-mail address from its database upon Member's written request.

UNPAID BALANCES

Members are not be permitted to use St. James spa facilities or services unless all fees and charges are current. Unless prohibited by law, Members are obligated to pay any collection and/or legal costs and/or reasonable attorneys' fees and costs incurred by St. James for collection of fees and/or charges. Dues must be paid by midnight on the due date or access to St. James' facilities will be suspended. If a Member's Agreement with St. James is terminated due to nonpayment, Member will be required to pay a new initiation fee. In addition, St. James reserves the right to charge any credit card or other account identified on Member's St. James Recurring Payments Authorization for the unpaid balance of any goods or services purchased and not paid for in another manner. If any check or ACH transaction payable to the Club is not honored, the Club will assess a \$50 charge for each returned check/ACH and collect the current and past-due balance in any subsequent month.

BILLING AND ACCOUNT INFORMATION

You agree to provide us written notice ten (10) days in advance of any changes to your billing or account information. Such information includes your name, address, e-mail address, phone number, and payment information, such as your credit card, debit card, or bank account information. You authorize us to seek and obtain information about changes to your billing account numbers and status from third parties, such as your bank or our credit card processor.

PHOTO AND MEDIA RELEASE

Members, sub-members and guests recognize and acknowledge that, in the course of business, St. James may record activities at the facilities that include Member or guest participation and likeness on any recorded medium (including, but not limited to, video, audio and photos) for use in any form (including, but not limited to, print, broadcast, websites, blogs, and internet). Members consent to such recording and release St. James to use their likeness and/or voice to exhibit or distribute such recordings in whole, or in part, without restrictions or limitations for any educational or promotional purpose. St. James is not liable for any



Member's appearance in media or broadcast. ("Member," as used in this provision, also includes any of Member's sub-members, dependent children or guests who use St. James' facilities.)

HEALTH INFORMATION CONFIDENTIALITY

Member understands that it is very common for St. James' members to disclose various information about their personal health as well the health of sub-members, dependent children or guests who use St. James' facilities. All such information will be kept confidential by St. James' staff, but it is not covered by or protected under the Health Insurance Portability and Accountability Act (HIPAA).

PRIVACY

Cell phone usage, photography and video is prohibited in the locker rooms [and in spa treatment areas].

ENTIRE AGREEMENT

This Agreement constitutes the entire and exclusive membership agreement between the parties and there have been no promises, warranties or representations pertaining directly or indirectly to this Agreement which are not contained herein. This Agreement may be modified only by an instrument, in writing, signed by both the Member and an authorized representative of St. James.

SEVERABILITY

If any portion of this Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

COMPLAINTS

A Member should attempt to resolve with Club any complaint which the Member has with Club. The Virginia Department of Agriculture and Consumer Services regulates health clubs in the Commonwealth of Virginia pursuant to the provisions of the Virginia Health Club Act.

DISCOUNTS AND PROMOTIONS

Discounts and/or promotional offers cannot be applied to membership pricing or the cost of services thereunder. Gift cards cannot be redeemed to pay for any portion of membership fees.

CHANGES TO TERMS AND PRICING

The pricing and services available for each level of spa membership are posted on The St. James website and may be updated from time to time at the sole discretion of The St. James. We will provide you at least 30 days' prior notice of any changes to the services or pricing of your membership. If we make such changes to the services or pricing of your membership during the Initiation Period, you may terminate your membership without further obligation by providing us written notice of cancellation within 30 days of your receipt of notice of the change.

FACILITY AVAILABILITY

The St. James reserves the right to modify facility hours or to close facilities to members without notice, including for private events and activities, or for any other reason.

SPA SERVICES

By signing this Agreement, you consent to receive spa services from The St. James. You agree to provide 24-hour advance notice for cancelled appointments. Failure to provide such notice will result in forfeiture of the applicable service or treatment. You agree that spa services to which you are entitled as part of your membership are non-transferrable and may only be redeemed by you. By my signature below: (i) I acknowledge receipt of a full copy of this Agreement, which is executed by both parties; (ii) I acknowledge and agree to abide by the Terms and Conditions of Membership contained in this Agreement; (iii) I acknowledge that I have read and understand under what circumstances I may cancel this Agreement without any penalty or further obligation; and (iv) I understand and agree that this Agreement is for a minimum of two (2) months, at which time membership may be terminated at any time with thirty (30) days written notice delivered in person or by certified or registered mail to the Club.

PRIVACY POLICY

Courted is committed to protecting and respecting your privacy, and we'll only use your personal information to administer your account and to provide the products and services you requested from us. From time to time, we would like to contact you about our products and services, as well as other content that may be of interest to you, unless you notify us in writing that you do not want us to contact you by e-mail or text message. You can unsubscribe from our electronic communications at any time. For more information on our privacy practices, please review our [Privacy Policy](#) which is incorporated here by reference.

Member Signature

Date

Member Printed Name