



MICHAELS CORPORATION

Camp Gladiator, Inc. ("CG") is pleased to present a health and wellness program to **MICHAELS CORPORATION** Employees!

MICHAELS CORPORATION Employees will be able to register for the start of camp on _____. Employees must register using their **MICHAELS CORPORATION** issued email address through a link provided by CG to the **MICHAELS CORPORATION** contact listed below or by using the **MICHAELS CORPORATION** Employee registration form.

Camp Gladiator agrees to aid in promotions to increase involvement in the program for **MICHAELS CORPORATION**. Programs include free "lunch and learns" and workouts to raise awareness and learn more about the health and wellness program.

Camp Gladiator agrees, if desired by **MICHAELS CORPORATION**, to present information regarding the program to its employees. An example of this could be a kickoff event for employees to learn more and sign up.

Existing campers with CG will have the option to convert from their current membership to the **MICHAELS CORPORATION** employee pricing. Other details can be seen on Exhibit A – **MICHAELS CORPORATION** Employee registration form.

MICHAELS CORPORATION employees will have access to two different price tiers based on length of membership: 12-month minimum commitment or 6-month minimum commitment. All memberships are auto-drafting and will continue until the employee submits a cancellation notice to customerservice@campgladiator.com. This agreement will allow the employees to receive a discount that is not offered to the general public.

Employees	0-9*	10-25*	26-100	101-250	251-500	500+
Discounts	0%	5%	10%	15%	20%	30%

***MICHAELS CORPORATION** has 3 months to meet the 10 employee requirement. During the initial registration grace period all employees that sign up will receive at least the 5% discount.

Discount verification. **MICHAELS CORPORATION** will be evaluated daily for the number of active participants. If the threshold discount changes, higher or lower, the discount percentage will be updated immediately. As long as 10 employees remain registered, **MICHAELS CORPORATION** will continue to receive a discount off the general public pricing.

Discounts and Credits. Any registered employee can receive the spouse discount of \$35 as long as both spouses are BOLD. Employees can be listed as friend referrals for new campers who are not part of a Corporate Partnership Program and may also receive friend referral points. The referred friend must provide the e-mail of the person that referred them. A friend credit will be awarded at sign-up with a minimum payment of \$50.

A representative from **MICHAELS CORPORATION** will be given corporate member management access to currently enrolled employees for tracking purposes. An email will periodically be sent to representative at **MICHAELS CORPORATION** to verify employees listed are active. This agreement is in effect as of the date signed below.

MICHAELS CORPORATION Representative:

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____

Camp Gladiator, Inc. Representative:

Signature: _____

Name: _____

Title: _____

Email: _____

Date: _____

**EXHIBIT A****CORPORATE PARTNERSHIP REGISTRATION**

NAME: _____ SHIRT SIZE: _____ DOB: _____ DATE: _____

EMPLOYEE EMAIL: _____ PIN NUMBER: _____ PHONE: (_____) _____

ADDRESS: _____

CITY, STATE, ZIP

CAMP**CORPORATE PARTNERSHIP EMPLOYEE**

- ☐ CG BOLD 79 \$75.05 to \$55.30 per month depending on active enrolled employees, 6-MONTH MINIMUM, MUST SIGN AGREEMENT BELOW*
- ☐ CG BOLD 69 \$65.55 to \$48.30 per month depending on active enrolled employees, 12-MONTH MINIMUM, MUST SIGN AGREEMENT BELOW*

*** CORPORATE PARTNERSHIP EMPLOYEE AGREEMENT:**

- 1) YES, I AGREE TO A MONTHLY MEMBERSHIP AT ONE OF THE FOLLOWING LEVELS TO BE PAID BY AUTOMATIC DRAFT FROM MY CREDIT CARD, WITH PAYMENTS TO BE DEDUCTED ON A MONTHLY BASIS. I hereby agree to the following terms of membership, for myself.
- 2) MEMBERSHIP LEVEL DETAILS: CG BOLD 12-month minimum commitment auto-renewing, \$65.55-\$48.30 per month depending on active enrolled employees, standard base price \$69, 2 freezes per 12 months; 6-month minimum commitment auto-renewing, \$75.05-\$55.30 per month depending on active enrolled employees, standard base price is \$79, 1 freeze per 12 months. Depending on your membership selection above you are agreeing to a minimum of 6 or 12 consecutive payments under the CORPORATE PARTNERSHIP Employee program.
- 3) EMPLOYMENT STATUS: I certify that I am currently employed by a Camp Gladiator CORPORATE PARTNER. I understand that should my employment status with this CORPORATE PARTNER change I am no longer entitled to the discounts under this contract and my monthly membership will go back to the base pricing for the membership level chosen either \$79 or \$69 per month.
- 4) MEMBERSHIP LEVEL CHANGE: You may upgrade from the 6-month minimum at any time to receive reduced pricing by agreeing to new contract terms. Your paid months under your old membership will count towards your upgraded minimum monthly agreement of 12 months. I understand that I am not able to downgrade to a shorter contract period.
- 5) RENEWAL RULES/FREEZE ACCOUNT/TERMINATION: After your normal membership expires (6 or 12-months), your CG membership will be automatically renewed on a month-to-month basis. To cancel this membership after you have satisfied the minimum monthly commitment, you must provide written request to cancel. Your cancellation request must be received at least 10 days before your next payment is due by email, mail or fax (contact information below). Your account must be in good standing in order to cancel. If your account is in good standing, depending on your membership level you may be eligible to freeze for one month either 1 or 2 times per year. After the month freeze, your account will automatically be reinstated and your draws for credit card drafts will begin again. Frozen months do not count toward your minimum (6 or 12) month commitment. CG reserves the right to charge a Freeze Fee for each month frozen. During a freeze you are not entitled to attend CG. Frozen memberships may not be cancelled.
- 6) INCREASE IN MONTHLY DUES: CG reserves the right to increase any monthly dues on an annual basis of up to 3% per year without requiring any member to re-execute any existing contract. Any increase over this amount will be agreed to in writing between the parties.
- 7) DEFAULT AND LATE PAYMENTS: If you are in default of any monthly payment obligation for more than 10 days, you agree to pay a late payment fee and you will be suspended from membership until you cure the default. You also agree to pay an additional service fee for any draft, credit card or payment by insufficient funds or rejected payment, in addition to the original payment. If you fail to cure a default within 10 days after notice of default, then CG will have the right to declare the entire remaining balance immediately due and payable under your contract and payments due may be accelerated. Upon payment of the full balance due, your membership may be reinstated. You agree to pay any further collection costs, allowable interest and collection agency fees, court costs and attorneys' fees if incurred in collecting your account. You also agree to pay any fees for rejected credit card charges or debit card charges up to \$30.00 per rejected or declined payment as well, which may be automatically deducted from your credit card as well.
- 8) MEDICAL POLICY: If you have a medically documented issue, please forward documentation to customerservice@campgladiator.com to receive additional information.
- 9) MOVING POLICY: At any time if you are moving your residence 30 miles or more from any CG location and would like to cancel your Camp Gladiator membership, you must provide written request to cancel with a copy of dated documentation confirming your new address. Your written request to cancel and proof of move must be received by at least 10 days before your next payment is due by email, fax or mail.
- 10) GENERAL RULES AND REGULATIONS FOR ALL MEMBERS: CG in its sole discretion reserves the right to refuse to admit or request at any time that any member or member's guest to leave the premises if any of the following rules are violated without any prior notice to member, and to update these rules. No member shall be disruptive, disorderly, loud, harassing, or abusive. No solicitation by members or guests is permitted in or around the CG location. No reckless use or abuse of the equipment will be allowed. Proper identification and proof of membership may be required by CG staff. Contact information for notices: customerservice@campgladiator.com; Camp Gladiator Customer Service, 9185 Research Blvd, Austin, TX 78758; or 866-594-8859.
- 11) TERMINATION: Your membership may be automatically terminated if you fail to follow any term and condition of this contract including the posted rules onsite, if you fail to pay as agreed, or in the sole discretion of CG management your conduct is improper or harmful to the best interest of CG and its members. Termination is effective when you are provided a written notice to you personally or you receive a written notice at your address.
- MEDIATION: You agree that you will submit any dispute you have with CG to mediation in an attempt to resolve it, prior to bringing any dispute against CG, its owners, agents, employees or assigns.

AGREED: _____ DATE: _____

PAYMENT CREDIT/DEBIT ONLY, NO CASH OR CHECKS ACCEPTED

- ☐ NEW CC CC#: _____ EXP: _____ CSC: _____
- ☐ USE CARD ON FILE

BILLING ADDRESS: ☐ SAME AS ABOVE ☐ DIFFERENT: _____

WAIVER I am above the age of eighteen years of age, of sound mind, and fully competent mentally and physically to sign this document. I hereby give my full informed consent to participate in the Camp Gladiator, Inc. ("CG") boot camp as operated by the Primary Trainer as an independent contractor of CG. I hereby certify that I am in good medical condition and that I am fully capable of participating in an exercise boot camp. I certify that I know of no medical problems or medical restrictions that would prevent me from participating in this boot camp. I certify that I have no problems that would increase my risk of illness or injury as a result of participation in this boot camp. I recognize that exercise involves varying degrees of risk to my muscular skeletal and/or cardio respiratory systems, and that there exists the possibility of adverse changes to my health during the exercise program. I have been informed that these changes could include abnormal blood pressure, excessive sweating, dizziness, rapid heartbeats, fainting, exhaustion, overheating, and in very rare instances a possible heart attack, stroke, or even death. I also certify that I am able to participate in obstacle course exercises. These obstacles could include, but are not limited to, climbing, jumping, crawling, "tire-runs", carrying sand bags or weights while running, monkey bars, and log rolls. On behalf of myself, my heirs, successors, assigns, and any party claiming by or through me, I fully waive, release, and discharge CG and its agents, officers, principals, trainers, and employees of any and all claims, demands, actions, or damages of any kind resulting from participation in CG. I also understand that I am free to stop exercising or participating in CG at any time, or take a break, to drink water or other fluids, or slow down my level of activity at any time while a participant of CG at any time in my sole discretion. I understand that CG's boot camp is intended for healthy individuals to be a challenging fitness camp which will involve several vigorous cardio workouts and obstacle course challenges. I freely and voluntarily assume any and all risks associated with my participation in this CG fitness boot camp. I also freely and voluntarily assume any and all risks associated with use of the premises and location of the camp I attend and any and all risks of use of any exercise equipment whether supplied by me or by CG's agents during boot camp. I fully assume all responsibility and liability for any loss or damages to my personal items and property that I may bring to the location or the parking lot near the location. I have been advised to lock my vehicle during workouts, as CG is unable to monitor the vehicles or provide protection for any of a camper's personal property. I also understand that if I am signing this release for my minor child, who is over 14 and will be a registered camper that I am consenting on their behalf to all of these terms and conditions and waivers of claims on their behalf. I understand that CG is not intended for any unregistered minor children, and if I bring any guests or children to boot camp that I fully and voluntarily assume any and risks associated with their presence as spectators during the CG boot camp, and that I am solely responsible for their supervision and safety.

AGREED: _____ DATE: _____

INTERNAL USE ONLY -- CG REP: _____ CAMP #: _____ ☐ MAIL ☐ EMAIL ☐ FAX ☐ HQ