

THE ST. JAMES TERMS AND CONDITIONS OF SPORTS PARTICIPATION

These terms and conditions apply to all services provided by SJS&W Washington Property LLC d/b/a The St. James (“St. James”), located at 6805 Industrial Road, Springfield, VA 22151. You agree that St. James’ Terms and Conditions 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 Customer, including any posting on a website owned, published or maintained by St. James.

1. **REGISTRATION FEE.** Unless otherwise provided herein, the registration fee is non-refundable.
2. **ASSUMPTION OF RISK.** Customer, on behalf of himself/herself as well as any dependent children, or guests, understands and agrees that engaging in physical activities and participation in and/or use of St. James’ facilities involves an inherent risk of loss or injury to persons or property. Customer further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) Customer’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 Customer’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 Customer 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. Customer expressly agrees that Customer

(a) is participating in and/or using St. James’ facilities at Customer’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”). Customer 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 Customer onto St. James’ premises shall be solely the Customer’s responsibility, and no St. James Party shall be liable for any damage, destruction, theft, or other loss of such personal property.

3. **WAIVER OF LIABILITY AND INDEMNIFICATION.** Customer, on behalf of himself/herself as well as any 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 Customer, his/her family members or guests upon St. James’ facilities or at St. James’ sponsored events. Customer 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 Customer or Customer’s family and/or guests, including negligent, reckless, and intentional conduct.
4. **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.

5. **HEALTH WARRANTY AND ASSUMPTION OF RISK.** Customer represents that Customer, and any sub-members, dependent children, or guests, is/are in good health and has/have no known disability, impairment, injury, disease or ailment preventing him/her/them from engaging in active or passive exercise of which would cause increased risk or injury or adverse health consequences as a result of use of St. James or its facilities in any manner. St. James does not assess the health of new members for purposes of determining ability to engage in exercise and other activities; any fitness assessment or similar testing is solely for the purpose of providing comparative data to allow the Customer to track personal progress. Customer 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. Customer acknowledges that the use of St. James' facilities, equipment, services and programs involves an inherent risk of personal injury and that Customer should be aware of his/her medical history and consult with a physician prior to engaging in or continuing exercise. Customer assumes all risks of personal injury to him/herself, his/her family members and guests. ("Customer," as used in this provision, also includes any of Customer's sub-members, dependent children or guests who use St. James' facilities.)
6. **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 Customer, including name, address and/or email address. Customer 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. Customer 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 St. James'. St. James will remove Customer's e-mail address from its database upon Customer's written request.
7. **UNPAID BALANCES.** Customers will not be permitted to use any St. James facilities unless all fees and charges are current. Unless prohibited by law, Customers 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 Customer's Agreement with St. James is terminated due to nonpayment, Customer 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 Customer'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.
8. **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.
9. **PHOTO AND MEDIA RELEASE.** Customers, dependents and guests recognize and acknowledge that, in the course of business, St. James may record activities at the facilities that include Customer 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). Customers 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 Customer's appearance in media or broadcast. ("Customer," as used in this provision, also includes any of Customer's dependent children or guests who use St. James' facilities.)
10. **HEALTH INFORMATION CONFIDENTIALITY.** Customer understands that it is very common for St. James' customers to disclose various information about their personal health as well the health of 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).
11. **PRIVACY.** Cell phone usage and photography is prohibited in the locker rooms.
12. **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 Customer and an authorized representative of St. James.
13. **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.

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 contained in this Agreement

Guardian/Participant Signature

Date

Guardian/Participant Printed Name

Participant Name

Group Name

Email Address

Phone Number

Street Address

City, State, ZIP