



Crunch San Diego Membership Terms and Agreement

Crunch San Diego would like to keep you updated on club announcements! By checking this box, you agree to receive automatic dialed text messages from Crunch San Diego at the phone number(s) you have listed above. You are not required to agree to receive these messages as a condition of becoming a member or purchasing any property, goods, or services. Message and data rates may apply. You hereby confirm that checking this box creates an electronic signature with the same effect as a handwritten signature. I understand I can opt out at any time by responding STOP to any text message I receive from Crunch San Diego or emailing Crunch San Diego at crunchms@crunch.com.

Annual Fee: Each year, Member will be required to pay an annual facility maintenance fee of \$44.95 for Peak & Peak Plus members and \$49.95 for Base members in addition to their monthly dues for programs, equipment, classes, facility upgrades and maintenance. The Annual Fee is due and payable each year on the 1st day of the third month, in accordance with the month of your membership enrollment date, so long as the membership is in effect.

Crunch San Diego, LLC ("The Company") IS THE OWNER OF THIS FACILITY AND FITNESS CENTER OPERATION AND HAS BEEN LICENSED BY AN AFFILIATE OF CRUNCH FRANCHISING, LLC TO USE THE CRUNCH MARKS IN CONNECTION WITH ITS OPERATION. NEITHER CRUNCH FRANCHISING, LLC NOR CRUNCH, LLC IS THE OWNER OF THIS CRUNCH FACILITY AND FITNESS CENTER OPERATION. NEITHER CRUNCH FRANCHISING, LLC NOR CRUNCH, LLC IS CONTRACTUALLY OR OTHERWISE LIABLE TO YOU AS THE COMPANY IS SOLELY LIABLE FOR THE DEBTS AND OBLIGATIONS OF THIS FACILITY AND FITNESS CENTER OPERATION.

CONSUMER RIGHT TO CANCELLATION:

You, the buyer, may cancel this agreement at any time prior to the midnight of the fifth business day of the health studio after the date of this agreement, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. Such notice shall be sent to Crunch Dan Diego Attn. Member Services, Old Chelsea Station, P.O. Box 1918, New York, NY 10011.

You are entitled to receive your refund within 10 days of receipt of notice of cancellation, less payment for any health club services rendered prior to such cancellation.

By execution of a Membership Agreement with Crunch San Diego (the "Agreement"), the Member or authorized person obligated under this Agreement ("Buyer") agrees to the following Terms and Conditions ("Terms and Conditions"), including without limitation the arbitration provisions set forth in Section 3.21:

ADDITIONAL MEMBERSHIP AGREEMENT TERMS

(1) MEMBERSHIP PAYMENT AND TERMS

(1.1)Description of Services. This is a club membership agreement and not an optional services agreement such as personal training, which is a separate agreement. This club membership agreement entitles Member to access the facility designated above during business hours. This club membership agreement provides Member access to cardiovascular, strength and conditioning machines. It also provides Member access to certain exercise classes, and other amenities if available at the facility and included in your selected membership type.

(1.2)Rules, Regulations and Schedules. Member agrees to abide by the rules, regulations and schedules of Crunch San Diego, which may be posted at a facility or issued orally, and which may be amended from time to time at Crunch San Diego's sole discretion. Upon joining, Member and/or Buyer must pay the appropriate initial charges. At the sole discretion of Crunch San Diego, a Member's membership may be revoked or suspended at any time if in the judgment of Crunch San Diego: (a) Member consistently fails to observe the Rules and Regulations, (b) has otherwise behaved in a manner contrary to the best interests of Crunch San Diego or any of Crunch San Diego's Members, (c) Member has instituted any type of legal action against Crunch San Diego, including but not limited to civil actions, arbitrations

and/or mediations, and/or (d) Crunch San Diego has instituted any type of legal action including but not limited to civil actions, arbitrations and/or mediations against Member. All members must have a photo on file in Crunch San Diego's Member Management system to verify Member. This photo is strictly used for security purposes only and will not be distributed with the exception of a request from a law enforcement agency.

(1.3) Member's Obligation. Member and/or Buyer shall not be relieved of the obligation to make payments agreed to and no deduction from any payment shall be made because of Member's failure to use the Crunch San Diego facilities. Dues are for the period stated in the Agreement.

(1.4) Initiation Fee. There may be a one-time initiation fee which Member and/or Buyer shall be required to pay upon execution of the agreement and acceptance of these Terms and Conditions with Crunch San Diego or as otherwise agreed to by Crunch San Diego. This fee will change from time to time at Crunch San Diego's discretion. This fee is nonrefundable. Resignation from Crunch San Diego shall not terminate the obligation to pay the initiation fee in full. There will be no further initiation fee as long as the Membership has not terminated or expired.

(1.5) Monthly Dues and other Fees. Member or buyer shall pay, in advance, monthly Membership dues as set forth in the agreement. Crunch San Diego may adjust monthly dues upon giving Members thirty (30) days prior notice, posted in a Crunch San Diego facility and/or sent by mail to Member. Crunch San Diego has the right to add to the monthly Membership dues any tax imposed by the government.

(1.6) Form of Payment. Monthly dues and incidental charges are payable by Electronic Funds Transfer ("EFT") from the Member's checking account, savings account, credit card account, or debit card account. Members must authorize payments to be made through a third party administered electronic funds transfer system. Members maintain full control and privacy over their accounts at all times, and the transfer of funds affects only those fees that have prior authorization of the Member. The transfer will take place automatically once every month unless Crunch San Diego notifies the Member otherwise. If Crunch San Diego does not collect Member's monthly dues using the form of payment provided by the Member, then Crunch San Diego may continue attempting to collect Member's monthly dues, plus any applicable fees, using the form of payment provided by the Member.

(1.7) Dishonored Check or Credit Card. If any check, account debit, or credit card charge payable to Crunch San Diego by Member and/or Buyer is returned, rejected or dishonored, Crunch San Diego management, shall, in each instance, (a) assess a charge equal to any charge imposed by the financial institution, any costs and expenses incurred in connection with collection, plus an administrative fee which may be adjusted from time to time, and (b) collect the current and past due balance owed Crunch San Diego in any subsequent month.

(1.8) Limited Memberships. Memberships may be limited so that Members may have reasonable access to Crunch San Diego facilities. It is to be expected that there may be occasional delays, especially during peak hours, in using the fitness equipment; or that Members may not always be able to attend preferred exercise classes. The availability of classes and equipment are subject to demand and are available on a first-come first-served basis.

(1.9) Unpaid Balances. All balances owed by Member and/or Buyer that are in arrears are subject to monthly service charges. These fees may be adjusted from time to time. Any unpaid balances for membership fees, goods or services may result in suspension of membership privileges. Member and/or Buyer shall be obligated to pay any cost incurred by Crunch San Diego for collection. The renewal fee for paid in full annual memberships must be paid by 12:00 midnight on the anniversary date of the annual membership or Member's privileges to use Crunch San Diego facilities may be suspended and a new initiation fee will be required. Crunch San Diego reserves the right to charge past due balances, plus applicable charges, to the Membership account under the EFT authorization.

(1.10) Membership Term. The period covered by the first month's dues, as well as any additional days of Membership for which payment is received by Crunch San Diego, are the "Paid Period" for the Dues Membership. The "Paid Period" is the term of this Membership Agreement.

(1.11.0) Cancellation of Membership. To cancel any membership before the completion of the original term, Member must follow the procedures set forth below of these Terms and Conditions.

(1.11.1) Member has five (5) business days to cancel the Agreement from date of purchase. To cancel, mail a letter to the following address: Crunch San Diego Member Services, P.O. Box 1918, Old Chelsea Station New York, NY 10113. It is recommended that (you) Member send (your) Member's cancellation notice by registered or certified mail or statutory overnight delivery, return receipt requested, in order to prove that (you) Member did cancel. If Member hand delivers Member's cancellation to a Crunch San Diego facility, Member should be sure to receive a signed statement from a Crunch San Diego employee acknowledging Members' cancellation.

(1.11.2) Death or Disability. If, by reason of death or disability, you are unable to receive all of the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum as allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative. For purposes of this provision "disability" means a condition which precludes you from physically using the facilities. Your disability must be confirmed in writing by a physician.

(1.11.3) Close of Facility and/or Move. Under this contract, no further payments shall be due to anyone, including any purchaser of any note associated with or contained in this contract, in the event the Crunch San Diego facility at which the Agreement entered into ceases operation and fails to offer an alternate location, substantially similar, within twenty-five (25) miles.

(1.11.4) New Facility. You may cancel the contract and receive a pro rata refund if the health club fails to provide the specific facilities advertised or offered in writing by the time indicated. Performance of the agreed upon services will begin within six months after the date of this Agreement.

(1.11.5) Opening of Club. If the facility first identified above has not opened as of the date of this Agreement, Member and /or Buyer may cancel this Membership Agreement at any time prior to midnight of the fifth (5th) business day after the date such facility opens for business, excluding Sundays and holidays. To cancel this Membership Agreement, mail or deliver a signed and dated notice stating that Member and/or Obligor, as applicable, is cancelling this Membership Agreement, or words of similar effect. Such notice shall be sent to Crunch San Diego Member Services, P.O. Box 1918 Old Chelsea Station, New York, NY 10113 or delivered to Crunch San Diego facility. Member or Obligor, as applicable, is entitled to receive a refund within ten (10) days of receipt of the notice of cancellation, less payment for any services rendered prior to such cancellation.

(1.11.6) Relocation. Should you move farther than 25 miles from the club and be unable to transfer this membership to a comparable facility, you shall be relieved from your obligation of making payment for services other than those received prior to your move, and if you prepaid any sum for services other than those received prior to your move, so much of such sum as is allocable to services you have not received shall be promptly refunded.

(1.11.7) Material Changes in Services. Member may cancel this Agreement if the health club materially changes the services promised as part of the initial contract.

(1.11.8) OTHER. To cancel a Member's Monthly membership after completing the original term, Member must: (1) complete a Request for Cancellation Form at least ten (10) days prior to their next bill date; and (2) pay in full any unpaid dues or indebtedness incurred prior to the cancellation date. Cancelling members will receive temporary authorization, providing access to the club through the termination date. No further charges will be incurred if last month's dues was paid at the execution of this agreement. Additional

information about cancelling is available at www.crunch.com and by calling Member Services at (888) 310-6011.

(1.12) Refunds. Refunds, if applicable, shall be made within ten (10) days of receipt of notice of cancellation

(1.13) Change of Membership Type. Member may change his or her membership classification by written request and upon payment of a processing charge, plus the difference, if any, in initiation fee and monthly membership dues. No refund of initiation fees will be made by Crunch San Diego.

(1.14) Change in Membership Location. A Member who has a BASE (as defined in Section 3.9) or similar type membership may change his or her membership to another Crunch Essential location by written request and upon payment of an administrative fee not to exceed fifty dollars (\$50), plus the difference, if any, in monthly membership dues. Such charges may be adjusted by Crunch San Diego from time to time without notice to Member.

(1.15) Freeze Policy. (a) Medical. If Member is medically unable to use a Crunch Essential facility, Member may request a freeze of their membership in monthly increments for a minimum of 1 month and a maximum of 6 months per year. Members must provide a doctor's note at the time of requesting a freeze. Crunch San Diego reserves the right to verify the note with the doctor and Member agrees to waive any Doctor/Patient privilege and execute any release required by such doctor solely with regards to the medical reasons stated in the doctor's note for the medical freeze. (b) Non-medical, if a Member desires to freeze his or her account for a non-medical reason, Member should consult with Member's facility. All requests must be received at least ten (10) days prior to Member's next billing date period. Retroactive freezes will not be accepted. Certain fees may apply to any freeze of a Member's membership.

(1.16) Buyer's Indemnity. Buyer assumes full responsibility for any person who becomes a Member under the Agreement and these Terms and Conditions and shall indemnify Crunch San Diego, its affiliates, agents and employees against any and all liability incurred by such Member during his or her use of any and all Crunch San Diego facilities.

(2) MEMBER RISK. Member and Member's guests shall hold Crunch San Diego harmless from any loss, theft, cost, claim, injury, damage or liability ("Damages") incurred as a result of the use of a Crunch Essential facility and any other membership activities, except such Damages which result from the willful misconduct or gross negligence of Crunch San Diego, its affiliates, agents or employees.

(2.1) Member's Health Warranty. Member and Buyer represent that Member is in good health and has no disability, impairment, injury, disease, or ailment, preventing him or her from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. Member assumes full responsibility for his or her use of a Crunch Essential facility and shall indemnify Crunch San Diego, its affiliates, agents and employees, against any and all Damages arising out of Member's use of the facilities except as otherwise set forth in these Terms and Conditions. Physical examinations by Member's physician are recommended for members before commencing any exercise program, and especially for Members who are at risk, including but not limited to elderly or pregnant Members, or Members unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses, or members who have a history of heart disease.

(2.2) Warning. Use of steroids to increase strength or growth can cause serious health problems. Steroids can keep teenagers from growing to their full height; they can also cause heart disease, stroke, and damaged liver function. Men and women using steroids may develop fertility problems, personality changes, and acne. Men can also experience premature balding and development of breast tissue. These health hazards are in addition to the civil and criminal penalties for unauthorized sale, use, or exchange of anabolic steroids.

(2.3) Medical Disclaimer. Member has been informed and acknowledges that Crunch San Diego has made no claims as to medical results that can or may be obtained through use of any Crunch Essential facility. Crunch San Diego has neither suggested nor will it suggest any medical treatment to Members. Only licensed medical professionals are qualified to give medical advice. Member represents that there is no medical or physical conditions that would preclude the use of Crunch Essential's facilities and each Member further represents that he or she has not been instructed by any physician not to use Crunch San Diego's facility or any similar facility.

(2.4) Orientation. Member is strongly encouraged to take advantage of the complimentary initial orientation and ongoing support available to ensure the proper safe and use of all equipment.

(2.5) Activity Risk. Any strenuous athletic or physical activity involves certain risks. Member and Member's guests assume the risk of any and all accidents or injuries of any kind that may be sustained by, or in connection with, use of the facilities and release, hold Crunch San Diego harmless, discharge and absolve Crunch San Diego, its agents and employees from any and all Damages or responsibility except if such accident or injury is the result of willful misconduct or gross negligence of Crunch San Diego, its affiliates, agents or employees.

(2.6) Loss of Property. Members and Member's guests are urged not to bring valuables onto the premises of a Crunch Essential facility. Crunch San Diego shall not be liable for the disappearance, loss, theft, or damage to personal property, including money, negotiable securities or jewelry of Member or Member's guests.

(3) GENERAL PROVISIONS

(3.1) Members and Guests Rules. Members and Member's guests shall abide by Crunch San Diego's rules and regulations and any amendments and/or modifications thereto which may be reasonably made from time to time by Crunch San Diego at Crunch San Diego's sole discretion.

(3.2) Proof of Membership. Member shall receive one membership card (included with Member's membership) (the "Membership Card") from Crunch San Diego and must present it to the reception desk personnel each time Member enters a Crunch Essential facility. Lost membership cards will be replaced for a fee of five dollars (\$5), which may be adjusted from time to time. **The card must be replaced if lost.** Member is required to notify Crunch San Diego immediately of the loss of his or her Membership Card, and the Membership Card must be replaced by Member. Membership privileges are limited to the person in whose name the membership is issued. Improper use of the membership will result in confiscation of the Membership Card and can result in immediate cancellation of Member's membership. A Member wishing to use Crunch San Diego's facilities without his or her Membership Card will be required to provide proof of identity. (e.g. valid driver's license, etc.)

(3.3) Day Lockers. Lockers may be provided solely for the benefit and convenience of Crunch San Diego's members. Crunch San Diego will remove any articles left in a locker overnight. Member must provide his or her own lock and should not leave any valuables in his or her locker.

(3.4) Pets and Bicycles. Pets (not including service animals) and bicycles are not permitted in or around Crunch San Diego's facility.

(3.5) Dress Code. Proper athletic attire is required. Crunch San Diego reserves the right to make the final determination in its sole discretion with regard to appropriate attire.

(3.6) Protective Eyewear. Racquet sports players are required to wear eye protection on the courts.

(3.7) Independent Contractors. From time to time, Crunch San Diego may make the services of independent contractors available to Member or Member's guests. Crunch San Diego does not warrant or guarantee the quality of these services and does not guarantee that these services will remain available to Member or Member's guests for a period of time.

(3.8) Member Guests. Member's guests are permitted in Crunch San Diego facilities but only pursuant to such rules, regulations, fees, and schedules for guests as then may be in effect. Crunch San Diego reserves the right to limit the number of times any one guest can use a Crunch Essential facility and reserves the right to exclude any Member's guests whose use of the facility, in the sole opinion of Crunch San Diego, would be detrimental to Crunch San Diego or any of its members. All Members' guests must register at the front desk with valid identification.

(3.9) Reciprocity and Use Privileges. "PEAK" memberships allow access to all Crunch Essential locations. "BASE" memberships allow access to only one designated Crunch Essential Location. From time to time, other membership plans may be offered; please ask Crunch San Diego management for details.

(3.10) Spotting. Crunch San Diego recommends to all Members and to all Member's guests, spotting by another member or Crunch San Diego's trainer when using any free weights.

(3.11) Change in Membership Information. Member must promptly notify Crunch San Diego in writing of any changes in his or her billing information, address or telephone number. Notwithstanding anything else contained herein, all communications from Crunch San Diego to Member shall be presumed to have been received by Member within five (5) business days after mailing to Member's address on file with Crunch San Diego at the time of the mailing.

(3.12) Smoking. Smoking is prohibited at all times in all Crunch Essential facilities.

(3.13) Change in Facilities and Operating Hours. As a result of repair, maintenance or special occasions, Crunch San Diego may be required to restrict the use or temporarily close one or more Crunch San Diego facilities or halt a Crunch San Diego activity from time to time. There will be no reduction, suspension, abatement, or apportionment of membership fees or other charges during such time when the above-mentioned occurs. Crunch San Diego's hours of operation may be modified from time to time without prior notice to Member. Crunch San Diego reserves the right to change the facility from time to time, to eliminate some facilities and services, to add others, to add, modify and/or eliminate programs, activities, classes or equipment at Crunch San Diego's sole discretion.

(3.14) Special Events. Crunch San Diego may from time to time reserve the use of its facilities for special events, competitions and private functions.

(3.15) Closing of a Crunch Essential Facility. It is anticipated that a part of a Crunch Essential facility or the entire facility will be temporarily unavailable from time to time while repairs or renovations take place. Management will make every effort to minimize any disruption to members during these periods, and if possible, to schedule any work during off-hours or summer months. Crunch Essential facilities may be closed for holidays, and may be closed periodically for renovations. Crunch San Diego may also offer members the use of other conveniently located Crunch Essential facilities during the period of unavailability.

(3.16) Interruption of Services. In case of a long term interruption of service (e.g. fire), Crunch San Diego reserves the right to: (a) freeze memberships and add the lost time once service resumes; (b) transfer the member to another similar Crunch Essential facility within a five-mile radius. In the event that an act of God (hurricane, earthquake, national emergency, etc.) causes more than a temporary closing of Crunch Essential facility, Member's obligations under the Agreement and these Terms and Conditions will be suspended until such time as use of the facility can be resumed. Obligation for contractual dues will otherwise not be affected unless a Crunch Essential facility cannot reopen within one year of the interruption of service.

(3.17) Non-Discrimination. Crunch San Diego represents that it will not discriminate against any person because of sex, race, creed, age, color, national origin, sexual orientation, or ancestry in considering applications for memberships. The minimum age for Crunch San Diego membership is eighteen (18), unless parental permission and Crunch San Diego's consent is given and approved by Crunch San Diego at Crunch San Diego's sole discretion.

(3.18) Children's Use. All children under eighteen (18) years of age must be accompanied by such child's parent at all times within a Crunch Essential facility unless: (i) they are in a supervised activity, or (ii) they are sixteen (16) years of age and over, with parental permission and approval by Crunch San Diego (at Crunch San Diego's discretion) received by the Essential facility. Some children's programs require fees to be paid in advance. Crunch San Diego reserves the right to discontinue use by any child who is unsupervised, or whose behavior is offensive or disruptive.

(3.19) Group Exercise Policies. Each class is limited to a set number of participants. Members should not enter a class late without the instructor's consent. No one will be admitted ten (10) minutes after the scheduled class time. If Member is just starting a group fitness program or has an injury, prenatal conditions or problem that may prevent full participation, please discuss this with the group fitness instructor at least five (5) minutes before class. Proper clothing and footwear must be worn in all group fitness classes. Crunch San Diego reserves the right to change the group fitness schedule at any time including the addition or deletion of classes, as well as changes in instructors, class times and length of classes. Crunch San Diego reserves the right to change group fitness policies when necessary and require advanced reservations for heavily attended classes. Reservations may be released within five (5) minutes prior to the scheduled class time and Member may enter on a walk in basis provided there are openings in the class. Member's attending a class shall, in addition to the Terms and Conditions, follow any rules promulgated by such class' instructors. "BASE" members must pay a \$5 fee to enter a class.

(3.20) Personal Training. In addition to these Terms and Conditions, any and all personal training provided by Crunch San Diego shall be pursuant to any additional terms and conditions set forth in a separate personal training contract entered into by a Member and Crunch San Diego. Use of personal trainers not approved by Crunch San Diego is prohibited at all Crunch San Diego, LLC facilities. Member may not train other members or guests, conduct business activity or solicit any business at any Crunch Essential facility. Any violation of this policy may result in legal action as well as forfeiture of any remuneration received by a Member or guest for such services. We make every reasonable effort to provide the personal trainer of choice; however, we reserve the right to substitute another qualified trainer with no prior notice if necessary. No refunds will be given based on the termination or resignation of any employee.

(3.21) Dispute Resolution and Arbitration. At the election of either the Member or Buyer ("you") or Crunch San Diego, including Crunch San Diego's employees, parents, subsidiaries, affiliates, agents, successors and assigns (collectively for this section, "Crunch San Diego" or "We"), any claim, dispute or controversy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory ("Claim") by either you or Crunch San Diego against the other, arising from or relating in any way to (i) this Agreement, (ii) your membership or use of Crunch San Diego facilities, or (iii) (except as specifically provided in this Agreement) the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration under the Consumer Arbitration Rules of the American Arbitration Association ("AAA") in effect on the date a demand for arbitration is made. A copy of the AAA rules, including directions on how to initiate a claim, may be obtained from the AAA website at www.adr.org or by contacting Crunch San Diego. The above notwithstanding, any Claim that relates to allegations of Member's or Buyer's personal injury shall be outside the scope of this arbitration provision as shall any Claim required to be filed in a court by state or federal law.

Claims made and remedies sought as part of a class action, private attorney general or other representative action (hereafter all included in the term "class action") are subject to arbitration on an individual basis, not on a class or representative basis. The arbitration will not determine class claims and will not be consolidated with any other arbitration proceedings. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to address that party's individual Claims.

ARBITRATION IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE A CLAIM WHICH IS SUBJECT TO ARBITRATION IN A COURT. YOU AND WE WILL NOT HAVE THE RIGHTS IN ARBITRATION THAT ARE PROVIDED IN COURT,

INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.

OPT-OUT. YOU MAY OPT-OUT OF ARBITRATION BY NOTIFYING CRUNCH SAN DIEGO IN WRITING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH CRUNCH SAN DIEGO BY ARBITRATION. SUCH NOTICE SHOULD BE DELIVERED BY MAIL TO Crunch San Diego Attn. Member Services, Old Chelsea Station, P.O. Box 1918, New York, NY WITHIN 90 DAYS OF THE DATE YOU SIGNED THIS AGREEMENT.

Alternatively, you and Crunch San Diego may pursue a Claim within the jurisdiction of any appropriate Small Claims Court, or the equivalent court in your home jurisdiction (each a "Small Claims Court"), provided that the action remains in that court, is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. You and Crunch San Diego also agree not to seek to enforce this arbitration provision, or otherwise commence arbitration based on the same claims in any action brought before the Small Claims Court.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Agreement and your membership will be governed by the laws of the state where you reside and, as applicable, federal law.

Judgment upon any arbitration award may be entered in any court having jurisdiction. In the event that there is a dispute about whether limiting arbitration of the parties' dispute to non-class proceedings is enforceable under applicable law, then that issue shall be resolved by litigation in a court rather than by the arbitrator. If it is determined that resolution of a Claim shall proceed on a class basis, it shall proceed in a court of competent jurisdiction rather than in arbitration. Unless the parties expressly agree otherwise, any in-person arbitration proceeding will take place within the boundaries of the federal judicial district court where you live.

Crunch San Diego will pay, or reimburse you for, all arbitration fees or costs to the extent required by law or the rules of the AAA. Whether or not required by law or such rules, if you prevail at arbitration on any Claim against Crunch San Diego, Crunch San Diego will reimburse you for any fees paid to the AAA or the arbitrator in connection with the arbitration proceedings. If you are required to advance any fees or costs to the AAA, but you ask Crunch San Diego to do so in your stead, Crunch San Diego will consider and respond to your request.

This arbitration agreement applies to all Claims now in existence or that may arise in the future. This arbitration agreement survives the termination of this Agreement and the completion of your membership, including your payment in full, and your filing of bankruptcy.

(3.22) Entire Agreement. The Agreement, these Terms and Conditions, and all rules and regulations of Crunch San Diego, as revised from time to time, constitute the entire and exclusive agreement between Crunch San Diego and Member, and supersedes all prior promises, representations, understandings and/or agreements relating to this membership purchase. The Agreement may be modified only by an instrument in writing; however, Crunch San Diego or any assignee of the Agreement is authorized to correct patent errors in the Agreement (and in other related documents) and Member and/or Buyer may verbally authorize payment of the outstanding balance of the membership fee by the automatic payment plan. Crunch San Diego may void the Agreement if it is not completed by a Crunch San Diego employee in accordance with the current pricing and payment programs, or if there has been any misrepresentation by Member. No written alterations or amendments to the Agreement and/or these Terms and Conditions shall be valid and Crunch San Diego employees are not authorized to make any changes written and/or verbal, additions or modifications to this Agreement. If you have any questions regarding this Agreement or these Terms and Conditions please contact Crunch San Diego Member Services at (888)2-CRUNCH or email Crunch San Diego at Crunchms@Crunch.com.

(3.23) Governing Law. This Membership Agreement shall be interpreted under the laws of the State of California. Any litigation under this Membership Agreement shall be resolved in the courts of the State of California.