

THE ST·JAMES

THE ST. JAMES TERMS & CONDITIONS OF PARTICIPATION

These terms and conditions apply to all services provided by SJS&W Washington Property LLC d/b/a The St. James ("The St. James"), located at 6805 Industrial Road, Springfield, VA 22151. You agree that The St. James' Terms and Conditions may be revised, supplemented, or amended in the sole and absolute discretion of The St. James and any such changes shall become immediately effective upon posting or other notice provided to Customer, including any posting on a website or mobile application owned, published, or maintained by The St. James.

- 1. REGISTRATION/ENTRY FEE.** Unless otherwise provided herein, any registration and/or entry 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/or use of The St. James' facilities involves an inherent risk of loss or injury to persons or property. Customer assumes the risk of injury or loss resulting from (i) Customer's use of any of The St. James' facilities (including, without limitation, the following: restaurant areas, spa facilities, the health club, all retail space, each sports venue, "Super, Awesome and Amazing", "Laugh, Learn and Play", the rock wall/climbing areas, locker rooms, restrooms, lobbies and parking areas), whether supervised or unsupervised; (ii) accidents (whether caused by Customer or any other person), including, without limitation, slip and fall accidents in or around The St. James' facilities; and (iii) theft or loss of personal property (including, without limitation, personal property kept in lockers). Customer expressly agrees that Customer (a) is participating in and/or using The 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 The 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 The St. James' premises. Without limiting anything set forth in this Agreement, all personal effects, automobiles, and other property brought by the Customer onto The 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 The 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 The St. James' facilities or at The St. James' sponsored events. Customer agrees to indemnify each St. James Party, 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 THE ST. JAMES ("THE ST. JAMES" AS USED IN THIS PROVISION ALSO INCLUDES THE ST. JAMES' AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND THE 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 THE ST. JAMES, RATHER

THAN LITIGATE THE DISPUTE IN COURT. YOU AND THE ST. JAMES ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND THE 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 ST. JAMES 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 he/she, 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 that would cause increased risk or injury or adverse health consequences as a result of use of The St. James or its facilities in any manner. The 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 The St. James regarding use of its facilities and equipment to prevent accidents and injuries. Customer acknowledges that the use of The 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 The St. James' facilities.)
6. **ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19, OTHER VIRUSES AND COMMUNICABLE ILLNESSES AND AFFIRMATION OF HEALTH.** The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people, or significantly limited the size of any gathering. The St. James has put in place preventative measures to reduce the spread of COVID-19; however, The St. James cannot guarantee that you or your child(ren) will not become infected with COVID-19 or any variants thereof, any other virus or any other communicable illness or disease (collectively, any "Illness" or "Illnesses") as a result of entering into the The St. James's facilities or as a result of participating in competitions or other activities related to related to events sponsored by The St. James. Further, attending The St. James' programs or events could increase your risk and your child(ren)'s risk of contracting an Illness. Customer acknowledges the contagious nature of Illnesses and VOLUNTARILY ASSUME THE RISK that your child(ren) and you may be exposed to or infected by Illnesses by participating in or attending The St. James' programs or events and that such exposure or infection may result in personal injury, illness, disease, sickness, permanent disability, and possibly death to yourself, your spouse, guests, child(ren), unborn child, or relatives. Customer understands that the risk of becoming exposed to or infected by Illnesses while participating in a The St. James program may result from the actions, omissions, or negligence of yourself and others, including, but not limited to, The St. James' employees, contractors, agents, volunteers, other program participants and their families, as well as participants and families unrelated to The St. James.
7. **HEALTH ATTESTATION.** Customers agrees by the execution and delivery of this disclaimer, waiver and release, customer acknowledges and affirms that neither himself/herself, nor any child(ren) and/or other person that may accompany customer or customer's child(ren) in connection

with any St. James programs, activities or events: (1) has been diagnosed as having contracted any illness; or (2) is suffering from symptoms related to any illness, including but not limited to: an elevated temperature (i.e., above 100.4 degrees Fahrenheit), a persistent cough, body or muscle aches, a “runny” nose, diarrhea, fever, chills, unusual fatigue, a sore throat, shortness of breath or difficulty breathing, or a recent loss of the sense of taste or smell. On behalf of Customer, and on behalf of Customer’s child(ren), Customer agrees to release, covenants not to sue, discharges, and holds harmless The St. James, its affiliates, parent, subsidiaries, directors, officers, employees, agents, and representatives, and the directors, officers, employees and agents of each and every affiliate, parent, and subsidiary of The St. James from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Further, Customer UNDERSTANDS AND AGREES that this release includes any claims based on the actions, omissions, or negligence of The St. James, its employees, agents, and representatives, whether an illness occurs before, during, or after participation in any The St. James program or related event.

- 8. NOTICES.** Except as otherwise stated herein, all notices to The 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 The 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 The 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 The St. James’. The St. James will remove Customer’s e-mail address from its database upon Customer’s written request.
- 9. UNPAID BALANCES.** Customers will not be permitted to use any The 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 The St. James for collection of fees and/or charges. Dues must be paid by midnight on the due date or access to The 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, The St. James reserves the right to charge any credit card or other account identified on Customer’s 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 St. James is not honored, The St. James will assess a \$50 charge for each returned check/ACH and collect the current and past-due balance in any subsequent month.
- 10. BILLING AND ACCOUNT INFORMATION.** Customer agrees to provide written notice, ten (10) days in advance of any changes to billing or account information. Such information includes name, address, e-mail address, phone number, and payment information, such as credit card, debit card, or bank account information. Customer authorizes The St. James to seek and obtain information about changes to Customer’s billing account numbers and status from third parties, such as Customer’s bank or The St. James’s credit card processor.
- 11. PHOTO AND MEDIA RELEASE.** Customer, Customer’s dependents, and Customer’s guests recognize and acknowledge that, in the course of business, The St. James may record activities that include Customer’s or guests’ 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). Customer consents to such recording and releases The St. James to use Customer’s 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. The 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 The St. James’ facilities.)
- 12. HEALTH INFORMATION CONFIDENTIALITY.** Customer understands that, in certain circumstances, The St. James’ customers disclose information to The St. James’ personnel about their personal health as well the health of dependent children or guests. All such information will

be kept confidential by The St. James' staff, but it is not covered by or protected under the Health Insurance Portability and Accountability Act (HIPAA).

- 13. CONSENT FOR TREATMENT.** Customer consents to allow the physician(s) and/or other health care provider(s) selected by The St. James to provide an evaluation and treatment to himself/herself, as well as any dependent children, or guests, for any injury, illness, or condition that may occur while Customer is present at The St. James or at an event or program sponsored by The St.. Customer further consents to allow said physician(s) and/or health care provider(s) to share appropriate information concerning himself/herself, as well as any dependent children, or guests, that pertains to medical treatment provided, with other The St. James staff, public safety personnel, first responders, and/or medical transport services as necessary and appropriate to ensure the proper transfer of patient care.
- 14. PRIVACY.** Cell phone usage and photography is prohibited in the locker rooms or anywhere else that could reasonably be expected to compromise personal privacy or cause embarrassment to any other person present at The St. James.
- 15. 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 The St. James.
- 16. 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.

Select One:

Adult Minor Adult & Minor(s)

Minor's Name (1)

Adult/Parent/Guardian's Name

Minor's Name (2)

Phone Number

Minor's Name (3)

Email

Emergency Contact (Name/Phone)

Adult/Parent/Guardian Signature

Date