



Fitness Facility Assumption of Risk, Release, and Payment Authorization

Fitness User's Printed Name: _____

Email address to use for communication: _____

Fitness User's Employer (must be a Chico's tenant): _____

This Agreement does not guarantee access to the fitness facilities.

Fitness User and Chico's agree to all the terms and conditions of this Agreement:

Agreed to by Fitness User:

Agreed to by Chico's FAS, Inc.:

Signature

Date: _____

By: its authorized representative

I, the Fitness User entering into this Agreement, wish to use the fitness facilities and equipment and/ or participate in the health, fitness, and athletic activities (together the "fitness facilities") sponsored or offered by Chico's FAS, Inc. or its affiliates ("Chico's"). I acknowledge that Chico's recommends and provides, free of charge, upon emailed request a general orientation for use of its facility and the equipment prior to use. I understand and am aware that health, fitness and athletic activities, including without limitation, strength, flexibility, and aerobic exercise, and the use of equipment in connection with such exercise, may be hazardous. I also understand and am aware that all such activities involve a risk of injury, including death. I acknowledge that Chico's recommends that I undergo a health screening test prior to participation in such activities but that such screening does not lessen my risk of injury or death. I state that my participation in such activities is completely voluntary and undertaken with knowledge of the facts and risks stated above. I assume all responsibility for damage and injury, including death, and hereby release Chico's, its affiliates and subsidiaries, and any contractor or vendor retained to operate and manage the facility, and their respective officers, directors, contractors, employees, agents, successors and assigns, from any and all claims, damages, causes of action, complaints, liabilities, or lawsuits, of whatever kind or character, related in any way to my participation in the above mentioned activities.

Access & Use Conditioned on Employment by Chico's Tenant

I, Fitness User, acknowledge and confirm to Chico's that I am an employee, contractor, or other associate of the Chico's tenant identified above. I acknowledge that my access to and use of the fitness facilities will only be through the access keycard provided to me by the Chico's tenant identified above. I acknowledge that my access to and use of the fitness facilities are only because I am an employee, contractor, or other associate of the identified tenant. I agree that my access and use of the fitness facilities will immediately terminate with no refunds or prorations if any of these occur: (a) I separate from employment by the tenant, or my contract expires or is terminated, or I am otherwise no longer an employee, contractor, or associate of the tenant, or (b) the tenant informs Chico's of such event or directs Chico's to deactivate the

Fitness User Initials: _____ Date: _____

chico's FAS[®]

access keycard that I was using. If an event described in the prior sentence occurs, then I agree to immediately stop my use and access of the fitness facilities and agree to immediately return any keycard in my possession to Chico's Security office.

Contract Terms; Termination

By signing this Agreement, Fitness User acknowledges that Fitness User has read, understood, and agreed with all terms and conditions of this Agreement. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between myself and Chico's. Chico's has made no express or implied warranties or representations other than those expressly set forth in this Agreement. Fitness User must give notice of cancellation via e-mail to [TenantServices@chicos.com] at least fourteen business days prior to the scheduled quarterly debit date, which will be the 1st of January, 1st of April, 1st of July, or 1st of October. Cancellation requests received after this deadline will be charged in full for the next quarter's services. No verbal or other written termination will be effective; Fitness User is required to send an email to [TenantServices@chicos.com] to cancel this Agreement. Such e-mail will serve as Fitness User's cancellation receipt. Chico's may terminate this agreement for its convenience at anytime by email notice. If Chico's terminates this Agreement for convenience, then Chico's will refund a prorated portion of the last payment.

Fitness User's Default

Fitness User shall be deemed in default of this Agreement upon the failure to comply with any of the terms and conditions of this Agreement, including, but not limited to, the obligation to make any payment as and when due. Upon default, Chico's shall have all rights and remedies available to it, including terminating access to the fitness facility and/or equipment, termination of this Agreement, and institution of an action for all applicable damages pursuant to this Agreement. If Chico's delays or refrains from exercising any rights under this Agreement, then Chico's does not waive or lose those rights. If Chico's accepts late or partial payments from Fitness User, Chico's does not waive the right to receive full and timely payments and other charges due under this Agreement.

Arbitration and Attorney's Fees

Any controversy between the parties arising out of this Agreement shall be submitted to JAMS for binding arbitration in Fort Myers, Florida. The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration. In the event that any dispute between the parties should result in arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs, and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees, and expenses, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action is prosecuted to judgment. For purposes hereof, prevailing party, shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

Enforceability

The undersigned parties agree that if any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of a provision shall be deemed severed from this

Fitness User Initials: _____ Date: _____



Agreement, which shall otherwise remain in full force and effect. Further, if any such provision or portion of a provision may be reduced, and/or narrowed in scope, such provision or portion of a provision shall be reduced or narrowed and so enforced. Fitness User specifically waives any right of any type, which would invalidate the enforceability of any provision or portion of this Agreement.

Successors and Assigns; Governing Law

Fitness User agrees that all terms and conditions of this Agreement shall be binding upon the heirs, personal representatives, lawful successors, and assigns of Fitness User. This Agreement shall be governed and enforced in accordance with the laws of Florida.

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Fitness User Initials: _____ Date: _____