

MUSCLES & CURVES GYM, LLC
WAIVER AND RELEASE FORM—24-HOUR ACCESS CLUB

You have agreed to purchase a membership at a facility that allows you access at any time. As such, you are aware that there will be ***no supervision or assistance***. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided. We HIGHLY recommend that you have a workout partner accompany you while at MUSCLES & CURVES GYM, but it is entirely up to you. **INITIAL:** _____

Because physical exercise can be strenuous and subject to risk of serious injury, MUSCLES & CURVES GYM urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity, You agree that if you engage in any physical exercise or activity, or use any MUSCLES & CURVES GYM amenity, you do so ***entirely at your own risk***. You agree that you are voluntarily participating in the use of this facility and ***assume all risks*** of injury, illness or death. We are not responsible for any loss of your personal property. **INITIAL:** _____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of: (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) any dietary recommendations and (d) your slipping and/or falling while in the club premises, including adjacent sidewalks and parking areas. **INITIAL:** _____

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a ***full and complete release of liability***. You expressly agree to release and discharge MUSCLES & CURVES GYM, and all affiliates, employees, agents, representatives, successors or assigns, from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against MUSCLES & CURVES GYM for negligence, personal injury or property damage. **INITIAL:** _____

MUSCLES & CURVES GYM has set guidelines in place that ensure the safety and comfort of all members, at all times. Members acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings. **INITIAL:** _____

No guest or children under 18 are allowed in the facility unless pre-authorized, in writing, from management. Under no circumstance may a member bring an unauthorized guest into the facility during non-staffed hours. Violators will have their membership terminated and under no circumstance will any money for the membership be refunded. **INITIAL:** _____

Non-payment of any charge constitutes default in the agreement. If account payment is not received within 10 days of its due date, a member’s 24 hour access will be disrupted. Member agrees to pay a \$15.00 re-activation fee for reinstatement of 24 hour access privilege. Management has total discretion on whether to allow re-activation of any membership. **INITIAL:** _____

OTHER CLUB POLICIES:

- Appropriate athletic shoes only. No street shoes, boots or sandals are allowed in the workout areas.
- Shorts, sweat pants, tee shirts and spandex accessories may be worn if deemed appropriate by the club management.
- Clean workout clothing and shoes are required. The management will address unsatisfactory hygiene conditions and correction action may be required.
- Please avoid the use of heavy perfume or cologne.

- No belt buckles, blue jeans or loose jewelry may be worn in the workout area.
- Please be courteous at all times.
- Allow others to work in during your rest periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problem immediately to the staff.
- Wipe off equipment and benches after each use.
- Again, be courteous at all times and allow others to work in during rest periods.
- Rack all weights after each use. Handle weights carefully and do not hit weights against each other or drop them on the floor.
- If dumbbells or weights appear loose or cracked, report the item to the staff immediately.
- Always use a spotter when attempting maximum weight.
- Collars and clips must be used for free bar lifting.
- Water bottles with spill-proof lids are allowed in all areas of the club.

INITIAL: _____

MANAGEMENT OF MUSCLES AND CURVES GYM, LLC MAY SUSPEND OR CANCEL THE RIGHTS PRIVILEGES OR MEMBERSHIP OF ANY MEMBER IN DEFAULT UNDER THIS AGREEMENT OR WHOSE ACTIONS ARE DETRIMENTAL TO THE ENJOYMENT OF THE FACILITY BY OTHER MEMBERS. FAILURE TO ABIDE BY THESE RULES AND REGULATIONS ALSO CONSTITUTES DEFAULT. SUSPENSION OR CANCELLATION OF PRIVILEGES OR MEMBERSHIP IS WITHIN THE SOLE DISCRETION OF GYM MANGEMENT. ANY ILLEGAL ACTIVITY WILL BE REPORTED TO THE AUTHORITIES. INITIAL: _____

I CERTIFY THAT I AM IN GOOD PHYSICAL HEALTH AND I AM ABLE TO UNDERTAKE AND ENGAGE IN THE RANGE OF PHYSICAL ACTIVITIES IN WHICH I CHOOSE TO PARTICIPATE AT THE GYM. I ASSUME ALL RESPONSIBILITY FOR UPDATING THE FACILITY WITH RESPECT TO ANY CHANGES IN MY PHYSICAL OR MENTAL CONDITION AND FOR REPORTING ALL INJURIES SUSTAINED AT THE FACILITY TO THE GYM STAFF. I UNDERSTAND AND AM AWARE THAT STRENGTH, FLEXIBILITY, AEROBIC AND ANAEROBIC EXERCISE, INCLUDING THE USE OF ANY EQUIPMENT, IS A POTENTIALLY HAZARDOUS ACTIVITY. I ALSO UNDERSTAND THAT FITNESS ACTIVITIES INVOLVE A RISK OF INJURY AND EVEN DEATH AND THAT I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND USING EQUIPMENT WITH KNOWLEDGE OF ALL THE DANGERS INVOLVED. I DO HEREBY AGREE TO EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH EITHER ACCIDENTAL OR OTHERWISE. THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT INCLUDES, WITHOUT LIMITATION, ALL INJURIES WHICH MAY OCCUR AS A RESULT OF (A) MY USE OF ALL AMENITIES AND EQUIPMENT IN THE FACILITY AND MY PARTICIPATING IN ANY CLASS, ACTIVITY OR PERSONAL TRAINING, (B) SUDDEN UNFORESEEN MALFUNCTIONING OF ANY EQUIPMENT AND (C) MY SLIPPING OR FALLING WHILE IN THE FACILITY, ON THE FACILITY PREMISES, INCLUDING ADJACENT SIDEWALKS AND PARKING AREAS. I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND THAT IT IS A FULL AND COMPLETE RELEASE OF ALL LIABILITY. INITIAL: _____

NOTE: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force and effect.

I CERTIFY I HAVE READ AND UNDERSTAND THE FOREGOING GUIDELINES AND RELEASES AND DO HEREBY AGREE TO THEM

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____