

## LIABILITY WAIVER

- In consideration for being allowed membership privileges in any program provided by the Bryant Street Gym (BSG), whether in the aerobic, spinning, yoga, Pilates, cross/step training classes, body sculpt, Circuit training, or Pole Dancing class or SENIOR FIT CLASSES, or any other class taught at the BSG or anywhere else within the facility will be voluntary on the buyer's part. **KNOWING YOUR OWN LIMITATIONS, Buyer WILL PACE THEM SELVES AND WORKOUT WITHIN THOSE LIMITS SO THAT Buyer WILL DO NO HARM TO THEMSELVES.** Buyer further understand that there are serious inherent risks involved with all physical activity and that when performing exercise routines or engaging in any similarly strenuous activity, that the buyer may suffer minor injury, serious injury or even death. The buyer understands these inherent risks and the buyer assumes all such inherent risks associated with the buyers participating in these activities. The buyer represent that he/she is in good health and that the buyer suffers from no physical impairment that would limit my use of any of the facilities or classes at the BSG, their officers, trainers, instructors, employees and agents shall not be liable for any claim, demand, cause of action of any kind whatsoever for, or on account of death, personal injury, property damage, or loss of any kind resulting or related to these facilities or the buyers participation in any of these activities. Buyer agrees to hold the BSG harmless from the same. Buyer acknowledges that the BSG has not and will not render any medical services including medical diagnosis of the buyer's physical condition.
- Medical Release: I, the Buyer, or responsible party of the client, <client name>, know of no physical, medical, or medication condition which I, or responsible party of the client, <client name>, or my Doctor, feel could be aggravated by myself or dependent party, using the equipment facilities or, participating in activities sponsored by the BSG. I the Buyer, or responsible party of the client, <client name>, agree to advise BSG management in writing if any medical conditions or information changes or if my Doctor advises me or dependent party to stop, reduce, or otherwise adjust my exercise regimen at the BSG. I, or responsible party of the client, <client name>, will advise BSG management immediately if I injure myself in anyway while on the BSG property. I, the Buyer, or responsible party of the client, <client name>, acknowledges that I or my dependent <clients name> are working out with any and/or all medical conditions that I am aware of to the best of my knowledge.
- Parent / Guardian Waiver and Release: If necessary or deemed required or applicable, You, the Parent or Guardian agree that you are aware that your child (attached / assigned to your name under contracts or profile) will be engaging in physical exercise involving carious sports, weight training, cardio training on cardio machines, coordination events, classes, and general fitness training which could cause injury to him or her. You, when applicable, understand that the child is voluntarily participating in these activities and is assuming all risk of injury that may result from engaging in any exercise program or sport related event including tripping, slipping, or falling on or off club premises. You, the Parent or Guardian, when applicable, hereby agree to waive any claims or rights that you might otherwise have to sue the club, our employees, instructors, trainers, owners, officers, or agents for any injury that might occur. **You understand that we will make no evaluation or recommendations as to whether the child is capable or deemed physically fit to engage in any activity.** If the child has any physical or mental condition that may impair his or her ability to engage in any of the club activities, it is your responsibility to obtain a physician's release statement. It is recommended you consult a physician prior to your child participating in any physical exercise program.
- Personal Training, Waiver of Claims: The client, when applicable, agrees to attend all scheduled appointment with the trainer for the Days and Times which they agree to and schedule with the trainer, staff, or other BSG representative. The client agrees that they will give a minimum of 24-hour notice if cancelation is unavoidable. Clients agree that they will be charged a cancelation fee of \$10.00 plus the cost of their session without proper cancelation notice. The client agrees to loosing their session when they do not properly notify staff, trainer, or BSG representative. You, the Buyer, when applicable, are aware that you are Buying Personal trainings with a Personal Trainer. **I understand that I DO NOT have full use of the whole gym, classes that are**

**offered, weight room, water aerobics program, and that I am paying just for personal training. I may come to the gym while training with the Personal Trainer ONLY if I am NOT a member of the BSG. If I choose to have full use of the gym and all that it offers when I am not training with the personal trainer, I will purchase a full gym membership or pay the day rate to use the BSG.** If found that I am using the gym in a manner other than personal training with the personal trainer that I purchased, my contract will be terminated, and no refunds will be given.

Engaging in any physical exercise, and the use of exercise equipment, club facilities, personal training, and instruction, could cause serious injury to you. Any recommendation for changes in diets including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You are voluntarily participating in these activities and assume all risks of injury to you that might result, including injury, illness, or death. You agree to waive any claims or rights you might otherwise have to sue the BSG, its owners, officers, employees, trainers, or agents for injury to you as a result of these activities. You are hereby advised that you should be sufficiently physically fit for exercise activities and should have consulted a physician prior to undertaking a physical exercise program. We are also not responsible for the loss of any personal property.

5. Covid-19 Waiver: Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely 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.

Bryant Street Gym has put in place preventative measures to reduce the spread of COVID-19; however, Armor CrossFit cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Bryant Street Gym could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by working out and/or attending classes at Bryant Street Gym and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Bryant Street Gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Bryant Street Gym employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself and/or your child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my attendance at the Bryant Street Gym. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless Bryant Street Gym employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Bryant Street Gym program.

#### **24-HOUR ACCESS RELEASE OF LIABILITY & ASSUMPTION OF RISK**

As a 24-hour secure-access fitness facility, Bryant Street Gym (hereafter referred to as the "Gym"), has a few different policies and procedures. Please read the information carefully. If you have any questions, please ask.

#### **Compliance with Rules**

I understand and agree that a 24/7 gym membership is a special membership based on trust and is a privilege, which can be taken away for a violation of rules. As a Gym member, I agree to abide by all Gym membership rules and 24/7 membership rules, which will be posted at the Gym, on the Gym website, and may be amended from time to time at the sole discretion of the Gym.

*The additional rules below apply to a 24/7 membership:*

6. Only one 24/7 member may enter the Gym Front door at a time during non-staffed hours. Everyone must use their Fob or Bluetooth phone access individually.
7. FOB or Bluetooth access sharing is strictly prohibited and will result in a \$60.00 fine. Second attempt will be immediate loss of membership; FOB or Bluetooth access sharing is viewed by ownership as stealing services.
8. Only active account members will be allowed entry.
9. Pre-approved 24/7 members under the age of 18 must be accompanied by an approved member parent until they reach the age of 18.
10. Improper unauthorized use of the Gym may result in member suspension or cancellation. No one may use your access code for any reason, and you are required to report any situation that appears to be FOB or Bluetooth access sharing to Gym staff.
11. The Gym reserves the right to suspend or cancel the rights, privileges, and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the Gym.
12. No Classroom access or outdoor training allowed between the hours of 8:00 pm and 8:00 am Monday night until Saturday morning and 2:00 pm until 8:00am Saturday until Monday morning
13. Do not bring or otherwise allow a person that is not an approved member or guest of the Gym to access the facility without payment/permission.
14. Do not bring or otherwise allow a person younger than 18 years of age to access the Gym without permission.
15. Athletes alone in the Gym should call 911 in case of an emergency.
16. All outside doors must remain closed during all non-staffed hours (three back door, one side door and one front door).
17. No one under the influence of alcohol or drugs is permitted in the Gym at any time. No alcohol-involved fitness activities are permitted.
18. Only use equipment you understand how to use.
19. Inspect the equipment to make sure it is properly functioning prior to using the equipment.
20. Remove any potential trip hazards from the floor, around racks/lifting area, and return all excess plates/equipment to keep a rea tidy when they are not in use.
21. **Limit all movements to 80% loading and/or do not do "until failure" exercises during non-staffed hours**
22. Stop exercising if you experience a potential injury, dizziness, weakness, or any other unwanted symptoms and seek medical attention.
23. Inspect your surroundings to make sure equipment and weights are not obstructing your intended exercise.
24. Notify management and all other members using the Gym if any equipment is not working properly or if you notice any potentially dangerous conditions within the Gym.
25. Return all equipment and/or other Gym supplies to their designated storage place after using the equipment and pick up any items or trash brought into the Gym or bathrooms.
26. **After Gym use, please wipe down any used equipment, clean up yours space, and leave the gym looking clean for the next user.**
27. **Failure to do so will result in the following:**
28. **1st Violation — Verbal warning**
29. **2nd Violation — \$25 fine immediately charged to credit card on file**
30. **Additional violations** of these rules will result in additional fines or will result in **revocation of 24/7 Gym access.**
31. The Gym is monitored 24/7 by surveillance cameras. Do not touch, move, or unplug any security cameras.
32. Turn off all lights in the Gym that may have been turned on.
33. Be sure to firmly push the door closed and check to make sure it's locked!
34. Failure to follow these guidelines will result in revocation of 24/7 access.
  
35. **No Supervision**
  
36. I understand I am purchasing a membership at a 24/7 facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the Gym. I am aware if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the Gym has no duty to provide assistance to me while I am at the Gym. I understand even though the Gym is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station, AED and emergency alarms are located in the facility.
  
37. **Acknowledgement of Risk and Waiver of Liability**
  
38. I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Gym, and I agree to hold harmless and release the Gym and all affiliated corporations, and its owner, directors, employees, representatives, management, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours.
  
39. **General Terms**
  
40. This contract represents the complete understanding between you and the Gym. No representations, written or oral, other than those contained in this contract (and the Gym's other waivers) are authorized or binding upon the Gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the Gym of any changes of address, phone, email address and/or bank account/credit card information.

## Rules and Guidelines

1. **Towels:** Bring your Own.
2. **Clean The Machines:** Cleaning towels and spray bottles are provided for clients to clean their equipment and workout space. After working out, it is a must to clean the equipment. Before you utilize equipment is recommended.
3. **Clothing:** Shirts are required. Rubber, Closed toed shoes are required. One may be barefoot while taking the following classes: Yoga, Pilates, and Stretch (only in aerobic room- classes are subject to change without notice)
4. **Return Weights to Weight trees:** DO NOT LEAVE any heavy weights on the machines or the floor.
5. **DO NOT MOVE ANY CARDIO EQUIPMENT**
6. **SPOTTERS: ALWAYS USE A SPOTTER WHEN LIFTING HEAVY WEIGHTS.**
7. **DROPPING WEIGHTS, DUMB BELLS OR BARBELLS WILL NOT BE TOLERATED ON CONCRETE OR RUBBER FLOORS.** There are mats available to drop weights on. They protect the weights from breaking, the concrete from cracking, and reduce noise.
8. **Always use COLLARS on Barbells**
9. **ASK TO "WORK-IN":** This makes clients aware that someone is waiting for the station. If a client is working out at a station with a heavier weight load than you can work with, wait until their set is over. If his load is the same as your weight load, Work-in between his sets. Never unload a client's station until you ask if they are done. Always return weights to the amount of the first person was using when you are working in on someone's else's set. This is COMMON CURTESY.
10. **30 MINUTE CARDIO LIMIT:** If you notice that the gym is busy and people are waiting for the cardio machines, please only do 30 minutes
11. **DO NOT REST OR CONVERSE WITH OTHERS WHILE ON MACHINES.** Others might be waiting to do a set in-between your sets.
12. **ALL LIQUID must be in closed containers**
13. **NO FOOD OUT ON THE WORKOUT FLOORS**
14. **PROFRANITY WILL NOT BE TOLERATED.**
15. **NO SOLICITING**
16. **Respect people's space and privacy while they are working out. Please keep appropriate space.**
17. You may be asked your last name while working out. This is for the front desk staff to check you in. Please do not feel alarmed
18. If you have a strong odor, Please use some form of protection
19. **Cell Phones:** Please be courteous. If you have a long business conversation, take it outside. If you are listening to a podcast or watching a movie: Put in Headphones.
20. We close promptly on the hour. Please arrive at a time that will give you ample time for your workout.
21. Working out is FUN! AND A HUGE STRESS RELIEVER. Thank you for participating with our rules and guidelines.

**To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence.**

**THE BUYER HAS CAREFULLY READ AND UNDERSTANDS THAT IN SIGNING YOUR NAME YOU AGREE TO THE FOREGOING WAIVER. I HEREBY AFFIRM THAT I, AS THE BUYER, (PARENT /GUARDIAN), I HAVE READ AND FULLY UNDERSTAND THE ABOVE, THAT STATES I ASSUME ALL RISK OF INJURY, CLAIM RESPONSIBILITY OF ANY MINOR OR DEPENDENT, AND WILL COMPLY WITH THIS MEMBERSHIP AGREEMENT.**