

The Weight Room 24/7 GymPass Rules and Liability agreement

In consideration of the risk of injury while participating in any supervised and or unsupervised fitness activity, and as consideration for the right to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter in to this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation on the activity, and do hereby release and forever discharge The Weight Room, located at 648 El Camino Real, suite S, E, & F Redwood City, California 94063, their affiliates, managers, members, agents, attorneys, staff, trainers, instructors, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result in my participation in the aforementioned activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN SUFFERING, ILLNESS, DISFIGURMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMICAL OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM, AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless The Weight Room against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney fees and any related cost, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If the Weight Room incurs any of these types of expenses, I agree to reimburse The Weight Room.

I acknowledge that the Weight Room and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of the Weight Room.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSONS PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risk may include, but are not limited to, those caused by terrain, facilities, tempature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of other, including but not limited to, participants, volunteers, spectators, coaches, event officials and/or procedures of the event.

I ACKNOWLEDGEREAD THIS “WAIVER AND RELEASE”AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLEY AGREE TO RELEASE AND DISCHARGE The Weight Room AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, STAFF, VOLUNTEERS, HEIRS, REPRESENTITIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST The Weight Room FOR PERSONAL INJURY OR PROPERTY DAMAGE.

In the event that any damage to equipment or facilities occurs as a result of my or my guest's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all cost associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement

between two parties of equal bargaining strength. Both the Participant, _____, and The Weight Room and the participant agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered in to.

In the event that any provision contained within this release of liability be deemed to be severable or invalid, or if any term, condition, phrase or portion this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unforeseeable, but by limiting said provision shall be deemed to be written, construed and enforced as so limit

In the event of an emergency, please contact the following person(s) in the order presented:

<u>EMERGENCY CONTACT</u>	<u>CONTACT RELATIONSHIP</u>	<u>CONTACT TELEPHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that the release cannot be modified orally. I am aware that this release of liability and a contract and that I am signing it of my own free will.

Participant's Name _____

Participant's Address _____

Signature _____

Date _____/_____/_____