

SWEAT EQUITY TC

WAIVER AND RELEASE OF LIABILITY

I am voluntarily participating in physical exercise that can be strenuous and subject to risk of serious injury during PRIVATE OR GROUP TRAINING. **SWEAT EQUITY TC** urges you to obtain a physical examination from a doctor before beginning any exercise or training program. You agree that by participating in these physical exercise sessions or personal training activities, is at your own risk. I recognize that exercise is not without some risk to the musculoskeletal system (e.g. sprain, strain) and cardiorespiratory system (e.g. dizziness, fainting, abnormal heartbeat, discomfort in breathing, abnormal blood pressure response, and in rare instances, heart attack or stroke). I acknowledge that not all risks can be known in advance.

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity.

I HEREBY release and forever discharge **SWEAT EQUITY TC**, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees 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 costs.

I FURTHER ACKNOWLEDGE that Releasees 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 Releasees. In the event that I should require medical care or treatment, I authorize **SWEAT EQUITY TC** to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel.

I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to equipment, field or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness. Both participant and **SWEAT EQUITY TC** agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

AGREE

PHOTO/VIDEO RELEASE

I hereby grant **SWEAT EQUITY TC** permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of **SWEAT EQUITY TC** and will not be returned.

I hereby irrevocably authorize **SWEAT EQUITY TC** to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge **SWEAT EQUITY TC** from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

AGREE

Participant Name: _____

Signature: _____

Date: _____

Parent/Guardian Name (if under 18): _____

Parent/Guardian Signature: _____

Date: _____

SWEAT EQUITY TC

MEMBERSHIP POLICY AND CLUB RULES

MEMBERSHIP POLICIES

SWEAT EQUITY TC designed the Membership Policies ("Policies") and the club rules, including rules listed here and rules posted in clubs ("Rules") to ensure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules that you, and all members, have agreed to follow. **SWEAT EQUITY TC** may, in its sole discretion, modify the Policies and Rules without notice at any time. It's your responsibility to know and follow the most current Policies and Rules. All approved signs posted in a club or on the premises shall be considered a part of the Policies and Rules of **SWEAT EQUITY TC**. The following Policies and Rules replace all previous Policies and Rules. If there is any conflict between these Policies and the posted club Rules, these Policies and Rules apply.

24-HOUR ACCESS

I agree to the terms in regards to **SWEAT EQUITY TC** 24 hour accessibility. These terms include but are not limited to the provisions set forth herein. The member may not share their "personal access code," by any means to the public I.e family, friends, other members of **SWEAT EQUITY TC**. Members access to **SWEAT EQUITY TC** 24 hour use is dependent on following the policies set forth in this contract.

CLUB RULES

Other rules include maintaining the integrity of the facility; sanitizing equipment, storage of equipment, damage to equipment, theft of equipment. Violation of this contract subjects members to termination of contract and penalties.

FACILITY SECURITY & LOCKING DOORS

Member agrees to the responsible use of the facility, **LOCKING DOORS** during and after usage is imperative to future use of **SWEAT EQUITY TC**.

PERSONAL ACCESS CODE

By signing this contract you, the member, agree to abide by these policies; 24hour access entry code for **SWEAT EQUITY TC**, usage of facility. You, the member, agree to not share "personal access code" with anyone.

VIOLATIONS & TERMINATION

You, the member, understand that violation of this agreement is subject to the use of these terms which will result in immediate termination of membership & penalties.

MEMBER AGREEMENT

By signing below, I acknowledge and agree to the **SWEAT EQUITY TC** Membership Policy and Club Rules.

AGREE

Member Name: _____

Signature: _____

Date: _____