

**By my entry I agree to the CONDITIONS OF ENTRY and
Informed Consent/Assumption of Risk and Release of Liability and Indemnity Agreement:**

MEMBERS RIGHT TO RESCIND. You may cancel this agreement at anytime, without a fee, via Gymmaster app (your personal login is the e-mail you gave us on joining) or by emailing memberservices@theclubkona.com only! Cancellations will not be processed via phone or voicemail, nor will refunds be given.

I am aware that there are significant risks involved in all aspects of physical training. I understand that the reaction of the heart, lungs and vascular system to exercise cannot always be predicted with accuracy. I understand that there is a risk of certain abnormal changes occurring during or following exercise which may include: abnormalities of blood pressure or heart rate, chest or leg discomfort, transient light-headedness or fainting, and in rare instances, heart attack, stroke or even death. Excessive work can result (in rare cases) in exertional rhabdomyolysis. I should look for signs of excessive soreness, darkened urine, and pain in the kidney areas in the days following a particularly intense workout. While this type of injury is relatively rare, it can occur due to a number of factors, including (but not limited to) genetic predisposition or dehydration that may be beyond the control of my trainer. I understand that the programs and classes offered by The Club Inc are of a nature and kind that are extremely strenuous and can/may push me to the limits of my physical abilities. These risks include, but are not limited to: falls which can result in serious injury or death due to negligence on the part of myself, my training partner, or other people around me, and injury or death to improper use or failure of equipment. I am aware that any of these above-mentioned risks may result in serious injury or death to myself or my partner(s).

I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in The Club Inc programs/classes and accept full responsibility for any injury or death that may result from participation in any activity, class, or physical fitness program. I hereby certify that I know of no medical problems that would increase my risk of illness and/or injury as a result of participation in a fitness program designed by The Club Inc. With my full understanding of the above information, I agree to assume any and all risk associated with my participation in The Club Inc programs/classes. I assume all risk for my health and well-being and hold The Club Inc, as well as its owners, employees, and other authorized agents including independent contractors, harmless there from. I understand that questions about exercise procedure and recommendations are encouraged and welcome. Waiver and Release: I fully understand that my personal exercise program may be strenuous, and I choose to participate voluntarily. I accept all responsibility for my health and any results, injury or mishaps that may affect my well-being or health in any way. I waive any claims, demands, causes of action or any claims for relief whatsoever against, and release The Club Inc (as well as any of its owners, employees, or other authorized agents, including independent contractors) from any and all liability, claims and/or causes of action that I may have for injuries or other damages, arising out of participation in The Club Inc activities, including, but not limited to: personal training, nutritional programs, and programs/classes.

Photo/Video Release: I hereby grant The Club Inc permission to use my photograph/video image in any and all publications for The Club Inc, including website entries, without payment or any consideration in perpetuity. I hereby authorize The Club Inc to edit, alter, copy, exhibit, publish or distribute all photos and images. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my photo appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph or video image(s). I hereby hold harmless and release and forever discharge The Club Inc 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 which may have by reason of this authorization.

Indemnification: I recognize that there is risk involved in the types of activities offered by The Club Inc. Therefore, I accept financial responsibility for any injury that I may cause either to myself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their

behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless The Club Inc, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by The Club Inc.

SMS Messages: Member/Guest affirms, acknowledges, and attests that Member/Guest's mailing address, telephone number, cellular telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member/Guest voluntarily. Subject to applicable law, Member/Guest agrees that The Club Inc, including its agents and affiliates, may contact Member/Guest at any mailing address, telephone number, cellular telephone number (SMS), or e-mail address set forth on the face of this agreement, or subsequently provided by Member/Guest to The Club Inc. Providing physical or electronic SMS consent is not a condition of being a member/guest of our gym. Members/Guests can "opt-out" of SMS communication by replying "STOP" at any time."

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by purchasing and or entry, I indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by entering the facility I am waiving valuable legal rights.

The Club Inc Reserves the Right to Refuse Entry or Membership to Anyone!

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release and waiver of liability and sign it knowingly, and of my own free will.

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.

The Club Inc ("the Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you will not become infected with COVID-19.

By my purchase and or entry, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending the Club 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 Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club 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 myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Club or participation in Club programming ("Claims"). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its 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 Club program.

Some memberships may be put on hold. Advance notice and payment of fees are required to hold memberships.

MEMBER acknowledges and agrees to follow Club protocols, rules, guidelines as promulgated from time to time. Violation of these rules may be the cause for suspension or cancellation of membership. Member acknowledges that he/she has read this agreement, and completely understands, and agrees to be bound by all of its terms and conditions.