

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND FULLY PRIOR TO SIGNING.

## Memberships:

**MONTH-TO-MONTH memberships** are charged for the first month and each month thereafter on the date of your initial sign-up. Note that early bird sign ups and specials may start on the first DAY of each month. As of 11/14/2023, month-to-month memberships are \$32 per month. At signup, you will be charged \$64. \$32 for the first month and a \$32 "initiation" fee. NOTE: Your "initiation" fee of \$32 will be credited as a "last month" of membership.

### **Cancellations:**

PLEASE NOTE THAT YOU MUST PROVIDE MINIMUM 30 DAYS' NOTICE TO CANCEL your membership, or you WILL be charged for the current month and then have your "last month" applied thereafter. Monthly memberships are charged on a recurring, perpetual basis until you cancel.

**SIX and TWELVE month memberships** are charged in advance at the time of signup. These plans will not renew automatically. You may renew online or at the gym.

**There are no refunds on any active plan.**

**PAYMENTS:** For recurring payments, the system will make three attempts to charge your card successfully. Payments not received within seven (7) days of renewal date will be considered cancelled. PLEASE CONTACT US IF YOU'RE HAVING TROUBLE MAKING PAYMENTS OR HAVE A DIFFERENT CARD NUMBER. We will make every attempt to reach out to you to help you, as well.

**DAY MEMBERSHIPS:** \$10 PER DAY. Due at check-in.

For safety of our staff and members, Living Free Gym DOES NOT accept cash payments of any kind.

## **AUDIO AND VIDEO SURVEILLANCE ON AT ALL TIMES INSIDE AND OUTSIDE THE GYM.**

## Gym Rules and Expectations:

- No alcohol or drug use allowed in the gym or on the property
- Use equipment at your own risk

- Don't drop weights
- Use a spotter when lifting
- Do not place dumbbells or heavy weights on benches
- Return weights to rack after use
- Do not take any equipment from gym
- Sanitize equipment after use
- No food - beverages should be limited to water
- Athletic clothes and athletic shoes are REQUIRED
- No loitering
- No horseplay
- No explicit language
- No bullying or other harassment
- Filming and photography may be present
- Children 15 or under must be accompanied by adult
- Be considerate of others
- "Hogging" equipment while texting or using your phone is not acceptable. Step away; share.
- Be prepared to share equipment with others.

Living Free Health & Fitness A Non Profit Corporation, Living Free Gym, its holdings, its employees, executives, board of directors, vendors, contractors, volunteers and heirs ARE NOT RESPONSIBLE FOR YOUR PERSONAL BELONGINGS.

Your personal belongings are your responsibility and you acknowledge this and the other rules and conditions by signing below.

Continued failure to follow the rules and expectations of Living Free Gym may result in restriction or cancellation of your gym membership. Such decisions are made at the discretion of executive staff.

I warrant that I understand, acknowledge and accept the terms above.

[first\_name] [last\_name]

[signature]

PLEASE READ THIS WAIVER OF LIABILITY DOCUMENT CAREFULLY AND FULLY PRIOR TO SIGNING.

1. I understand that I should always consult with my physician or other healthcare provider before starting or changing my exercise program and diet. I understand that there is a risk of injury associated with exercise, using the Living Free Gym and/or attending and participating in fitness classes and training.
2. I assert that I know, understand and appreciate that there are inherent injury risks in exercise and weightlifting, and I assume these risks knowingly and willingly, without coercion.
3. I understand that the potential risks in exercise include, but are not limited to, faintness, shortness of breath, abnormal blood pressure, chest discomfort, muscle / joint fatigue or injury, muscle cramps, and death, and I understand these risks.
4. I agree and warrant that I will act and exercise as a prudent person would. I assert that I understand my personal limitations and will be forthcoming about my health condition(s) with trainers, class instructors and/or staff regarding my limitations and current health status before engaging in physical activities. I warrant, agree and understand that my participation is entirely voluntary and I may pause, stop or quit at any time.
5. I understand if I am working out with a trainer or in a class and am observed to be in distress, the trainer/class leader may terminate my participation in that class or session immediately.
6. I hereby assume full responsibility for any and all injuries, losses and damages that I incur while attending, exercising or participating in Living Free Gym. I hereby waive all claims against Living Free Gym, Living Free Health & Fitness A Non Profit Corporation, its holdings, executives, directors, employees, instructors, vendors, heirs, volunteers, or partners of individually or otherwise, for any and all injuries, claims or damages that I might incur.
7. Severability: I understand that the clauses in this waiver are independent of each other. Should a court declare a particular provision to be void, the remainder of this waiver is unaffected.
8. The terms of this agreement are to be adjudicated under the laws of the State of Nevada, County of Nye.

I certify that I have read this agreement in its entirety. I understand that this waiver is in effect for perpetuity. My signature below attests to my full and complete understanding and agreement to all of the terms in this document.

[first\_name] [last\_name]

[signature]