

WAIVER OF LIABILITY: ASSUMPTION OF RISK AND RISK OF ACCIDENT

Member represents that the member(s) (buyer and member may be the same person) is/are covered under their own insurance policies, covering any personal injuries to them personally or which they may cause to others, or which may be caused to them by others. The member agrees to deal directly with member's own carrier, and not Ferron Fitness, on any claim. Member acknowledges that their membership cost reflects savings due to the fact that the Member provides their own insurance.

ANY PERSON USING THE EQUIPMENT OR THE FACILITIES DOES SO AT THEIR OWN RISK.

It is further agreed that all exercises, including the use of weights, number of repetitions, and use of any and all machinery, equipment, facilities, amenities and apparatus shall be at the Member's sole risk. Notwithstanding any consultation on exercise programs which may be provided by gym employees, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be the Member's entire responsibility.

FERRON FITNESS SHALL NOT BE LIABLE TO MEMBER FOR ANY CLAIMS, DEMANDS, INJURIES, DAMAGES, OR CAUSES OF ACTION ARISING DUE TO INJURY TO MEMBER, THEIR PERSON, OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE USE BY MEMBER OF THE SERVICES AND FACILITIES OR THE PREMISES WHERE THE SAME IS LOCATED, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.

Member hereby holds Ferron Fitness, its employees and agents harmless from all claims which may be brought against them by Member or on either of their behalf for such injuries or claims aforesaid. Member shall also examine each piece of equipment prior to use and refrain from use and report the same if there is any indication that the equipment has been subjected to abuse, is damaged, or is in an unsafe or potentially dangerous condition. Member has a duty to exercise care for the protection of himself and other members while using the premises.

If any accident is caused by a defect or faulty design of the equipment, the injured party will direct any claim against the manufacturer, holding Ferron Fitness harmless and subrogate their rights, if any, to Ferron Fitness.

Member, if injured, or Member's representative if Member is unable to do so, must report any injury to Ferron Fitness management immediately after any incident has occurred. Member must also complete, sign and deliver a written incident report to Ferron Fitness management within twenty four (24) hours of the time of occurrence.

Member represent that they have read and agree to abide by the rules and regulations of Ferron Fitness. Member agrees to report any violation of the rules and regulations by other gym users to gym management. Notwithstanding the fact that every gym user has agreed to abide by the rules and regulations, Member recognize that Ferron Fitness employees cannot monitor every gym user for a violation of the rules. Ferron Fitness shall not be liable to Member for any claims, demands, injuries, damages, or causes of action arising due to breach of gym rules by other gym members or users, or any conduct of gym members or users.

Failure of Member to comply with this agreement or any rule or regulation shall be cause for revocation of membership without notice and without any liability for refund.

Member agrees and hereby authorizes Ferron Fitness to use any picture, image, video footage, statement, etc. captured within the facility for personal files, newsletters, and promotional purposes such as newspaper articles, videos, advertisements, flyers, etc.

MEMBER FULLY ASSUMES THE RISK THAT THEY MAY SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY, OR EVEN DEATH BY USE OF GYM FACILITIES.

FEES, RULES AND REGULATIONS (SUBJECT TO CHANGE WITHOUT NOTICE)

1. **HOURS-** The hours of operation shall be posted on the premises. Hours and days of operation shall be subject to change at the sole discretion of Ferron Fitness.
2. **HOLIDAYS OR CLOSED DAYS/MAINTENANCE-** The facilities may be temporarily closed for maintenance purposes, holidays, or for other temporary reasons at the sole discretion of management.
3. **MEMBERSHIP CARDS/SIGN-IN-** All members upon entering are required to provide a Ferron Fitness issued barcode or use the Ferron Fitness KISI door access app to enter the gym facilities. Replacement of lost cards/fobs will be made upon (a) providing proof of membership, (b) providing picture identification, and (c) paying a reasonable fee. Unauthorized use of cards or facilities will subject user and member to civil and/or criminal penalties and/or non-refundable cancellation of membership privileges.
4. **LOCKERS-**Storage cubbies are provided as a courtesy for day use only, and their availability is not guaranteed. All personal belongings must be placed in cubbies and not left in dressing room/bathroom areas or booths. **FERRON FITNESS IS NOT RESPONSIBLE FOR LOST, STOLEN OR DAMAGED ARTICLES. DO NOT BRING VALUABLES TO THE PREMISES.**
5. **GUEST PRIVILEGES-** All guests must purchase a valid guest pass and may be asked to show state issued photo identification to access the facilities. All guests must be at least 18 years of age or under the guidance of a parent or legal

guardian. Guests who do not present a valid guest pass or guests who are from out of town will be assessed a ten dollar fee (\$10)/visit for use of facilities. (Valid, pre purchased guest pass is \$7)

6. **CLEANLINESS AND CLOTHING-** Close-toed shoes and suitable, presentable and clean clothing in good repair is to be worn by member at member's own expense. Members wearing clothing deemed inappropriate by management may be asked to leave the facilities.
7. **COURTESY-** To promote safety and more time efficient exercise programs, remember to return all plates, dumbbells and barbells to designated racks. **YOU MUST RE-RACK YOUR WEIGHTS.** Dropping weights, not re-racking weights, not cleaning equipment after use, and generally displaying poor care for the facilities will subject member and users to revocation of membership without refund. During high-traffic workout hours, be sure to encourage members to "work in" with you between sets during your rest period.
8. **FOUL LANGUAGE-** Foul language will not be tolerated.
9. **OTHER POSTED RULES-** Reasonable rules and regulations may be posted from time to time regarding the health, protection, or safety of members, and all Membership Agreements shall be subject to strict compliance therewith. Additional rules for the protection of members and the facilities may be added at any time in order to provide a professional, safe environment.
10. **VIOLATION-** Failure by member to comply with this agreement or any rule or regulation shall be cause for revocation of membership without any notice and without any liability for refund of paid dues or future payment of dues as agreed to in this agreement.
11. **PAYMENT DEFAULT-** Should member default on any installment or payment due hereunder, member and any additional members included in this agreement forfeit use of all facilities until all past due installments, payments, and fees are paid.(See membership terms and conditions for more details)
12. **TRANSFERRING-** Membership may not be transferred to another fitness facility other than those under the management of Ferron Fitness. Assigning a membership to another person may occur when the member has found a buyer who wishes to fulfill the remaining terms of the agreement. All payments received by Ferron Fitness will remain property of Ferron Fitness. Only full priced memberships may be re-assigned. No family add-on, special price, complimentary, or trade memberships may be re-assigned.
13. **CHANGES-** The only person authorized to change or inquire on this agreement is the adult member named as buyer of the agreement.
14. **AMENITIES-** Amenities and services vary between clubs and membership type. Ferron Fitness reserves the right to change or charge for specific amenities.

15. **MINOR-** All members that sign the membership agreement, assumption of risk, and rules and regulations shall be assumed to be 18 years of age or older, or in the case of a minor member, that the buyer is the parent or legal guardian of the minor member. By signing any of these categories, member incorporates responsibility of proof of legal age and/or guardianship.
16. **E-MAIL ADDRESS-** To facilitate notification to member of new membership benefits, holiday hours, fitness tips, etc., member agrees that by providing their e-mail address either on the front of this agreement or through other means that Ferron Fitness and their partners may contact them via e-mail. This contact may be in the form of newsletters, offers, or any other method.
17. **STRIKING CLAUSE-** If any portion of this agreement is found to be in violation of any laws, it shall be stricken from the agreement and shall have no effect on the viability of the remaining agreement terms including the reverse side of this agreement.
18. **COMPLETE AGREEMENT-** Members acknowledge that no oral promises or statements are part of this agreement.

MEMBER AGREEMENT

Dear Valued Ferron Fitness Member, as we open facilities, we are committed to providing our teams and members with a clean and safe environment. In doing so, we need your help. Below are a few guidelines that we ask you to accept and follow when you visit the club.

Please review each one and if you agree to the guidelines. We appreciate your cooperation in keeping our GreatLIFE Millsite LLC community as healthy as possible.

For good and valuable consideration, the parties agree as follows:

1. **HEALTH & SAFETY**

I confirm I do not have any symptoms related to and have not been knowingly exposed to COVID-19.

If the above status changes, I agree not to visit the club.

2. **FACE COVERING**

If you feel inclined to wear a face covering while in our facility, please do so. We are currently not requiring face coverings be worn, however we will follow federal regulations and guidelines as well as local health official recommendations regarding face coverings.

3. **SOCIAL DISTANCING**

I agree to keep 6 feet between myself and other members while in the gym if required by local health officials. In the meantime I will respect other users personal space.

4. **CLEANLINESS**

I agree to disinfect all equipment after use, and will not enter closed off areas.

I agree to keep my hands washed/sanitized while at the gym.

WAIVER: In light of the COVID-19 pandemic, I reaffirm the Waiver which I executed on my Member Agreement, and assume the risk of use of the Ferron Fitness facilities.

Ferron Fitness attendants will be monitoring the gym floor – helping to clean, discourage close proximity between members when applicable and encouraging members to wipe down equipment. If a floor attendant or member asks you to do one of the above, we ask that you please cooperate and do your part. Thank you in advance, we can't wait to see you in the club!

[signature]