

Styrka Gym Waiver and Release of Liability

In consideration of my use of the exercise equipment and facilities provided by Styrka LLC, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities. I expressly agree to indemnify and hold Styrka LLC harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest. I agree to be solely responsible for safety and well-being of my guest and myself. I understand that Styrka LLC does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Styrka LLC regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death. I understand and agree that Styrka LLC is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises. I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND
VOLUNTARILY EXECUTED THIS
DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Styrka Policies and Procedures

- A valid membership or guest pass is required for admission to the facility. No exceptions.
- Proper attire is required at all times, including shirts and athletic shoes. No open toed shoes are allowed. No jeans or denim. No wet, muddy or salty shoes.
- Absolutely no children under 12 on the cardio equipment or exercise floors without written permission from Styrka management and adult supervision.
- The use of improper or dangerous exercise techniques is not permitted.
- Be respectful and considerate of others.
- No tobacco products, chewing gum, alcohol, drugs or illegal substance allowed in the facility.
- All guests and visitors must report to the front desk and sign a waiver form.
- Styrka employees are authorized to expel users for failure to follow the rules.

Agreement for Facility Use

User agrees and represents that all exercises, treatment and use of all fitness center facilities shall be undertaken at the user's own risk, that he/she is in good physical condition and physically able to undertake any physical exercises and treatments provided by the center, and the corporation which owns the center and/or any affiliated companies and/or the respective agents and employees, shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever, to user or his or her property arising out of, or connected with the use of any of the services and/or facilities of such corporation and of any affiliated companies and/or their respective agents and employees, or the premises where the same are located and the user does hereby expressly forever release and discharge said corporation and any affiliated companies and their respective agents, and their employees, from all such claims, demands, injuries, damages, actions or cause of actions. In a case of any accident, user agrees and concedes that he will be examined at his sole expense by a licensed physician who shall report in writing to both user and the Corporation owning the center.

Damage to facilities: User agrees to pay an extra charge for damage arising from any careless use of equipment, dropping of weights, or the like caused by user. **Personal Property:** The center, and the agents and employees of the center shall not be responsible for damages, lost or stolen articles of clothing and other personal property of any user.

Compliance with Rules and Conditions: At the time this Agreement was executed, the gym has given user a copy of its current Policies and Procedures. User agrees to keep and obey all Policies and Procedures and any additional or changed Policies and Procedures in the future prescribed by the center. Center reserves the right to add to or amend the rules and conditions at anytime, and the center reserves the right to revoke or terminate this membership if user fail to keep and obey any of such Policies and Procedures.

Photography Waiver

I hereby grant Styrka, LCC 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 Styrka and will not be returned. I hereby irrevocably authorize Styrka 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 Styrka 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

Cancellation Policy

Written notification of cancellation must be provided a minimum of thirty (30) days prior to the next scheduled payment. All sales are final, and Styrka will not refund, either in part or in full, payments that have already been authorized or posted unless the payment was made in error (e.g., a double charge).

Late or Declined Payments

If an automated scheduled payment is declined for any reason, including but not limited to NSF/insufficient funds or lost/stolen credit card, we will re-attempt the charge in 3-5 business days. A second declined payment will result in immediate termination of membership; re-activation of membership will incur a \$10 fee. Payments made by cash or check will be granted a five (5) day grace period from the invoiced due date; if payment is not received by the end of the grace period, membership will be terminated.