GUEST PASS LIABILITY WAIVER

You have agreed to purchase a guest pass or signed up for a 3 day trail at The Forge  24/7 Fitness. As such, you are aware that there will be no supervision or assistance.  You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to aid you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none may be provided.

Because physical exercise can be strenuous and subject to risk of injury, this waiver and release of liability includes, without limitation, all injuries which may occur,  regardless of negligence, as a result of;

(a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training, or instruction,

(b) the sudden and unforeseen malfunctioning of any equipment and

(c) your slipping and/or falling while in the club, or on the club premises, including adjacent sidewalks and parking.

The Forge 24/7 Fitness urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity.

You (each member, guest, or participant) agree that if you engage in any physical exercise or activity or use any club amenity on the premises or off premises including any sponsored club event, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risk, of injury, or death.  We are also not responsible for any loss of your personal property.

You acknowledge that you have carefully read this “waiver and release” and fully understand that it is a release of liability. You expressly agree to release and discharge the club, and all affiliates, employees, agents, representatives, successors, or assigns,  from any and all claims or causes of action and you agree to voluntarily give up or  waive any right that you may otherwise have to bring a legal action against the club for  negligence, personal injury or property damage.

This waiver will be interpreted in accordance with the laws of the State of Florida.  Should

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and 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.

grant to The Forge 24/7 Fitness the irrevocable and unencumbered right to use my  photograph or video image (the “Attributes”) for publicity purposes, in any and all media,  without compensation or further notification including, without limitation, the right to  produce and reproduce any materials produced by or on behalf of The Forge 24/7  Fitness incorporating the Attributes; and to communicate, publish or distribute all or any  part of the Attributes and materials referred to in this paragraph, by any means and in  any medium, whether now known or hereafter developed, throughout the world. I hereby waive moral rights with respect to any materials produced incorporating the Attributes. I acknowledge that I shall not have or claim to have any right, title or interest in or to any photograph or video materials produced hereunder incorporating the Attributes.

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed, and the remainder of this agreement will remain in full force.

This waiver is to be construed pursuant to the laws of the State of Florida. You agree to submit to the jurisdiction and venue of any court of competent jurisdiction in Hillsborough County, Florida without regard to conflict of law’s provisions, for any claim  arising out of this Waiver.

The Forge 24/7 Fitness has put in place preventative measures to reduce the spread of COVID 19 & all other diseases; however, The Forge 24/7 Fitness **cannot guarantee** that you or your child(ren) will not become infected with COVID-19 or other diseases. Further, **attending** The Forge 24/7 Fitness **could increase** your risk and your child(ren)’s risk of contracting COVID-19  or other diseases.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and other diseases and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 or other diseases by attending The Forge 24/7 Fitness 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 or other diseases at The Forge 24/7 Fitness 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 my child(ren) or myself (including, but not limited to, personal injury, disability, and  death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may  experience or incur in connection with my child(ren)’s attendance at The Forge 24/7 Fitness or  participation in Club programming (“Claims”). On my behalf, and on behalf of my children, 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 Forge  24/7 Fitness, its employees, agents, and representatives, whether a COVID-19 or other infection  occurs before, during, or after participation in any Club program.