

SPILLANE'S FIT

Liability waiver

I acknowledge that SpillanesFit operates under rules and regulations established for the safety, comfort and protection of members or other patrons and are outlined in the Terms and Conditions. I acknowledge that these rules and regulations may change, be altered or amended or modified from time to time by SpillanesFit and I agree to abide by and be bound by all these rules and regulations. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of SpillanesFit. It is specifically agreed that SpillanesFit shall not be responsible or liable for articles lost, damaged or stolen in, about or in connection with SpillanesFit nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to SpillanesFit or its contents, or property or the property of any member by another member is the sole responsibility of the offending member.

Assumption of Risk/Waiver/Release:

I have been advised that I should consult with/be examined by a physician prior to beginning at SpillanesFit. I have been informed of, understand and am aware that using SpillanesFit, its exercise equipment/facilities and/or otherwise participating in fitness/exercise program/physical training is a potentially hazardous activity that could result in serious health/medical issues, bodily harm or even death. My use of SpillanesFit is voluntarily undertaken at my sole risk. I HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS ASSOCIATED WITH ANY AND ALL ACTIVITIES IN WHICH I PARTICIPATE AT SPILLANESFIT. I HEREBY RELEASE SPILLANESFIT FROM ANY LIABILITY AND I WAIVE FOR MYSELF, MY SUCCESSORS AND ASSIGNS, ANY RIGHT TO BRING LEGAL ACTION, ASSERT A CLAIM OR DEMAND DAMAGES OF ANY SORT, KNOWN OR UNKNOWN, AGAINST SPILLANESFIT, ITS MANAGERS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND/OR ASSIGNS (THE "RELEASED PARTIES"), INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

For Your Safety:

Panic necklaces are available 24/7 for member use while on SpillanesFIT property. These are located to the left of the turnstyle, near the men's showers and the women's showers. By pressing the red button on the necklace, it will automatically call 911. These need to be returned after use or there is a \$600 replacement fee.

There is a landline phone near the turnstyle in case of an emergency, dial 911. An external defibrillator is available near the turnstyle. In case of emergency use per the instructions located in the device.

Unsupervised Fitness Center and Special Risk:

The Member acknowledges that SpillanesFIT is, at times, an unsupervised/non-staffed fitness center, which may pose a special risk for Members to consider. During non-staffed hours, there

is not a CPR certified person on site. The Member assumes all risks associated with using exercise equipment and exercising alone without the aid and presence of club staff. All members utilizing the fitness center during unstaffed hours are required to carry their personal cell phone or a club provided emergency notification device.

Consult with your Physician before starting an exercise program. Medical Declaration by SpillanesFit: SpillanesFit contractors or staff cannot provide a Member or Guest with any medical advice or suggest any medical treatment. Only licensed medical professionals are qualified to give medical advice.

For Participants Under 18:

Minors under the age of 18 years old are permitted to utilize the fitness center only with parent or guardian permission and consent.

Minors under the age of 18 years old are restricted from using the upstairs locker rooms, showers, and related facilities. The designated space for minors to change and use restroom facilities is the downstairs handicap-accessible bathroom. This policy is in place to ensure the comfort and safety of all members.

Staffed Hours:

Staffed hours are subject to change, it is the responsibility of the member to be aware of staffed hours prior to utilizing the facility.

Access:

I further acknowledge that the gym is not liable for any injury, loss, or damage that may occur due to unauthorized access, misuse of my mobile device or key fob, or any other security breach involving my access credentials. I accept full responsibility for any actions or incidents arising from the use of my access credentials and agree to indemnify and hold harmless the gym from any claims resulting from such actions.

Photo Release:

I hereby grant SpillanesFit permission to use my photograph/video image in any and all publications for SpillanesFit, including website entries, without payment or any other consideration in perpetuity. I authorize Spillanesfit 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 arising or related to the use of the photograph or video images.

Equipment Use:

I acknowledge that it is my responsibility, as a Member or Guest, to use all equipment in a safe manner and in accordance with the intended use as outlined by the manufacturer. I agree not to use any equipment in a manner not intended by the manufacturer, and I understand that improper use of equipment may result in injury.

I accept full responsibility for any injury or damage that may occur due to my failure to use equipment safely or properly. I further agree to immediately report any malfunction or unsafe condition of equipment to gym staff to ensure the safety of myself and others.

Property Loss, Damage, and Locker Storage:

SpillanesFit is not responsible for the loss, theft, disappearance, or damage to any personal property, including money, negotiable securities, or jewelry, belonging to Members or Guests. Members and Guests are encouraged to leave valuables at home. Personal belongings must be stored in cubbies or lockers and are not allowed on the workout floor. Lockers are only to be used during a Member's or Guest's visit to the club, and personal items should not be left overnight. The Club does not provide locks. Towels, clothing, or other items left in lockers or changing areas will be removed at the end of each day. Unclaimed articles will be kept for 48 hours only. Please remember that lockers do not protect valuables from theft.

I understand that this is a legal document. I acknowledge that I have been given an opportunity to consult with an attorney of my choosing before signing. I have read and understand this document and I am assuming the risk for using SpillanesFit. I sign this document voluntarily intending to be bound hereby.