

UNMANNED ACCESS RELEASE OF LIABILITY & ASSUMPTION OF RISK

As a secure-access fitness facility, OPTIMUM HEALTH & FITNESS (referred to as “The Gym”), has a few different policies and procedures. Please read the information carefully. If you have any questions, please ask.

Compliance with Rules

I understand and agree that a gym membership is based on trust and is a privilege, which can be taken away for a violation of rules. As an OPTIMUM member, I agree to abide by all OPTIMUM membership rules, which are stated below and on the OPTIMUM HEALTH & FITNESS’ website. These may be amended from time to time at the sole discretion of OPTIMUM HEALTH & FITNESS.

The rules below apply to an Optimum membership:

- I. Only one member may enter the main access door at a time during all hours of operation.
- II. All members must ensure the gym door is shut behind them when leaving or entering the gym.
- III. Only active account members will be allowed entry.
- IV. **OPTIMUM members under the age of 18 must be accompanied by an approved member parent unless the U18 consent waiver has been signed.**
- V. Improper unauthorized use of the Gym may result in member suspension or cancellation.
- VI. The Gym reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the Gym.
- VII. Failure to pay for items from the shop will result in immediate suspension.
- VIII. Do not bring or otherwise allow a person that is not an approved member or guest of the Gym to access the facility without permission.
- IX. Do not bring or otherwise allow a person younger than 18 years of age to access the Gym without permission.
- X. Members alone in the Gym should call 07719304956 in case of any emergency.
- XI. All outside doors and windows must remain closed during all non-staffed hours (front, side and back doors).
- XII. No one under the influence of alcohol or drugs is permitted in the Gym at any time. No alcohol-involved fitness activities are permitted without permission from the owner.
- XIII. Only use equipment you understand how to use.
- XIV. Inspect the equipment to make sure it is properly functioning prior to using the equipment.
- XV. Remove any potential trip hazards from the floor, around racks/lifting area, and return all excess plates/equipment to original storage position when they are not in use.
- XVI. To avoid any potential accidents or risk of injury during non-staffed hours please work within your fitness capabilities.**
- XVII. Stop exercising if you experience a potential injury and seek medical attention.
- XVIII. Inspect your surroundings to make sure equipment and weights are not obstructing your intended exercise.
- XIX. Notify management and all other members using the Gym if any equipment is not working properly or if you notice any potentially dangerous conditions within the Gym.
- XX. The Gym is monitored 24/7 by surveillance cameras. Do not touch, move, or unplug any security cameras.
- XXI. Do not adjust the thermostats.
- XXII. Any items taken from the retail area must be paid for via the OPTIMUM App and failure to pay or report to us of an issue is considered stealing and will be dealt with accordingly.
- XXIII. Be sure to firmly push the door closed and check to make sure it’s locked!

Failure to follow these guidelines will result in revocation of access.

1st Violation — Verbal warning.

2nd Violation — £25 fine immediately charged to credit card on file.

Additional violations of these rules will result in additional **revocation of Gym access for 1 month and a £25 fine immediately charged to the credit card on file.**

_____ Initial acceptance to abide by Gym rules and unmanned hours rules.

No Supervision

I understand I am purchasing a membership at a facility that allows access at unmanned times. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the Gym. I am aware if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the Gym has no duty to provide assistance to me while I am at the Gym. I understand even though the Gym is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station and emergency number are located in the facility.

_____ Initial acceptance of No Supervision.

Acknowledgement of Risk and Waiver of Liability

I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Gym, and I agree to hold harmless and release the Gym and all affiliated corporations, and its owner, directors, employees, representatives, management, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the gym during staffed or non-staffed hours.

_____ Initial acceptance of Acknowledgement of Risk and Release of Liability Waiver.

General Terms

This contract represents the complete understanding between you and the Gym. No representations, written or oral, other than those contained in this contract (and the Gym's other waivers) are authorized or binding upon the Gym. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the Gym of any changes of address, phone, email address and/or bank account/credit card information.

_____ Initial acceptance of General Terms.

I certify that I have read and understand all of the terms of the gym agreement and agree to continue to abide by all of the terms of this agreement.

_____ **Print Name:**

_____ **Signature:**

_____ **DATE**