

# MEMBERSHIP AGREEMENT

This agreement between **BLOOD IRON BARBELL, LLC (Blood Iron Barbell)** and the Member whose name is written above was signed by both parties upon receipt of payment in full by **BLOOD IRON BARBELL** receipt which is hereby acknowledged. The term listed above is subject to the terms, conditions and limitations described below.

- 1. Access to Facilities' and Equipment.** **Blood Iron Barbell** agrees to provide the Member with access to and use of its facility (**Blood Iron Barbell**) and equipment during agreed business hours through the date of expiration of this Agreement, subject to all rules, regulations and conditions applicable to such access and use. Applicable rules, regulations and conditions may be posted in writing within the facility or may be communicated verbally by **Blood Iron Barbell** management personnel. Members agree not to allow any non-member access to the facilities and will not share their access code. Members can bring a guest. The Member is responsible for ensuring the guest signs the liability waiver and pays the day pass fee. Members understand that they are responsible for any damage to the equipment, property or structure of the gym facility that they cause while using or occupying the facility.
- 2. Risk of Injury and Limitation of Liability.** Any physical activity program can be dangerous and should not be performed under certain medical conditions. We strongly recommend consultation with a qualified physician prior to beginning any physical activity regimen. The Member hereby agrees to accept full responsibility for determining the existence of, and implementation of any restrictions required by any physical or medical condition or limitation which may affect his/her ability to perform any physical activity within the premises or use any of the equipment available for use in connection with this Membership Agreement.

The Member, in consideration of the opportunity to participate in weightlifting, lessons, classes, events and other programs offered by **Blood Iron Barbell**, and for other good and valuable consideration, does hereby FOREVER RELEASE AND DISCHARGE weightlifting, lessons, classes, events and other programs offered by **Blood Iron Barbell**, its officers, directors, shareholders, members, managers, employees and agents, and any and all owners of property on which these activities are held, and does hereby indemnify and hold each of them harmless, from and against any and all claims, actions, causes of action, liability, damages, expenses and/or personal injuries and/or illnesses and/or death arising out of or resulting from accessing the building or any participation in activities, events and programs offered by weightlifting, lessons, classes, events and other programs offered by **Blood Iron Barbell**.

The Member agrees that **Blood Iron Barbell**, its officers, directors, shareholders, members, managers, employees and agents, and any and all owners of property on which these activities are held, shall NOT be responsible for any injury, harm or loss which may occur or arise as a result of any misuse by the Member of any equipment or apparatus made available by **Blood Iron Barbell**, or as a result of the member using such equipment or apparatus in a manner other than it was intended to be, or through conduct or behavior found to be unreasonable or irresponsible, including undergoing any activities against medical advice. The Member understands and agrees that **Blood Iron Barbell** is largely an unsupervised fitness facility. There will be times throughout the day when there will be no employee on site to help members use the equipment or exercise in the manner that the member chooses. Members are expected to conduct themselves safely and appropriately at all times. Members agree to notify a staff member of any damaged or malfunctioning equipment.

- 3. Consumers Right to Cancellation.** **YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE SIGNED DATE.** Notice of cancellation shall be in writing subscribed by the member and mailed by registered or certified United States mail to the **Blood Iron Barbell** at the address specified above. Such noticed shall be accompanied by the contract forms, membership cards and any other documents or evidence or membership previously delivered to the member. All money paid pursuant to such contract shall be refunded within fifteen business days of receipt of such notice of cancellation. If the member has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the member shall also be returned within fifteen days.
- 4. Additional Rights to Cancellation.** You may also cancel this contract for any of the following reasons: a). If upon a doctor's order, you cannot physically receive the services because of significant physical disability for a period in excess of six months. b). If you die, your estate shall be relieved of any further obligation for payment under the contract not then due and owing. c). If you move your residence more than twenty-five miles from any health club operated by **Blood Iron Barbell**. d). If the services cease to be offered as stated in the contract. e). All moneys paid pursuant to such contract cancelled for the reasons contained in this subdivision shall be refunded within fifteen days of receipt of such notice of cancellation; provided however that **Blood Iron Barbell** may retain the expenses incurred and the portion of the total price representation the services used or complete, and further provided that the **Blood Iron Barbell** may demand the reasonable cost of goods and services which the member has consumed or wishes to retain after cancellation of the contract. In no instance shall **Blood Iron Barbell** demand more than the full contract price from the member. If the member has executed any credit or loan agreement to pay for all or part of health club services, any such negotiable instrument executed by the member shall also be returned within fifteen days. **Blood Iron Barbell** may require reasonable evidence in support of any grounds asserted pursuant to this provision as a basis for cancellation of this Agreement.
- 5. Permission to Use Imagery.** The Member gives permission to allow **Blood Iron Barbell** to capture and use their image in photo or video for publication or advertisement in any way deemed by **Blood Iron Barbell** to be advantageous for marketing or promotion purposes.

6. **Damaged, Lost or Stolen Property:** Members are responsible for their own belongings. I understand that **Blood Iron Barbell** is not liable for any loss related to property that is damaged, lost or stolen property while in or around any **Blood Iron Barbell** location.

7. **IMPORTANT NOTICE FOR HEALTH CLUB MEMBERS:**

**NEW YORK STATE LAW REQUIRES CERTAIN HEALTH CLUBS TO HAVE A BOND OR OTHER FORM OF FINANCIAL SECURITY TO PROTECT MEMBERS IN THE EVENT THE CLUB CLOSES. THIS CLUB IS EXEMPT FROM THIS REQUIREMENT. YOU MAY ASK A REPRESENTATIVE OF THE CLUB FOR PROOF OF THE CLUB'S COMPLIANCE WITH THIS LAW. YOU MAY ALSO OBTAIN THIS INFORMATION FROM THE NEW YORK STATE DEPARTMENT OF STATE, DIVISION OF LICENSING SERVICES, A.E. SMITH STATE OFFICE BUILDING, 80 SOUTH SWAN STREET, P.O. BOX 22001, ALBANY, NY 12231.**

7. **THIS NOTICE PROVIDES IMPORTANT INFORMATION ABOUT YOUR PAYMENT OPTIONS:**

You may make payments on an installment basis or in a single payment. Paying the full amount may be less expensive, but may involve financial risks to you. Read this notice carefully before making a decision. New York State law requires certain health clubs to post a bond or other financial security to protect member in the event the club closes. This club is exempt from this requirement since it gives members the option of paying on an installment basis, therefore it need not post a bond or other form of financial security. In deciding whether to make your payments on an installment basis, you should be aware that if the club closes, although the club will remain legally liable for a refund, you may risk losing your money if the club is unable to meet its financial obligations to members.