GUEST PASS LIABILITY WAIVER

You have agreed to purchase a membership or signed up for a 3-day trial 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, or suffer a stroke or heart attack, 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 the 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.

(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. By engaging in any physical exercise or activity or using any club amenity on the premises or off-premises, including any sponsored club event, you do so entirely at your own risk. You acknowledge that you are voluntarily participating in the use of this facility and assume all risk of injury or death. The facility is 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. You 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 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.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 by attending the Club. You understand that such exposure or infection may result in personal injury, illness, permanent disability, and death. You acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of yourself and others, including but not limited to Club employees, volunteers, and program participants and their families.

You grant The Forge 24/7 Fitness the irrevocable and unencumbered right to use your photograph or video image (the "Attributes") for publicity purposes, in any and all media, without compensation or further notification. This includes the right to produce and reproduce any materials produced by or on behalf of The Forge 24/7 Fitness incorporating the Attributes. You also grant permission 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. You hereby waive moral rights with respect to any materials produced incorporating the Attributes.

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 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 and 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, you acknowledge the contagious nature of COVID-19 and other diseases and voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 or other diseases by attending The Forge 24/7 Fitness. You understand that such exposure or infection may result in personal injury, illness, permanent disability, and death. You acknowledge 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 yourself and others, including but not limited to Club employees, volunteers, and program participants and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to your child(ren) or yourself, including but not limited to personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind that you or your child(ren) may experience or incur in connection with your child(ren)'s attendance at The Forge 24/7 Fitness or participation in Club programming ("Claims"). On your behalf, and on behalf of your children, you hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, from and against the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. You 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.