

PREMISES AND ACCESS
RELEASE AND WAIVER OF LIABILITY AGREEMENT

BARBELL BROTHERS LLC
d/b/a BARBELL BROTHERS
107 PATRIOT DR. SUITE B
MIDDLETOWN, DE 19709
STAFF@BARBELLBROTHERSGYM.COM
302-380-3000

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

WHEREAS, BARBELL BROTHERS LLC, D/B/A BARBELL BROTHERS ("Company") is the operator of the fitness facility located at 107 Patriot Drive, Suite B, Middletown, DE 19709 ("Premises"), and is willing to permit the individuals signing this Agreement to use the Premises for the purpose of utilizing the fitness center in an unsupervised capacity for exercise and fitness, upon the terms and conditions of this Agreement and/or those provided for in the Premises.

In consideration for being provided access to and use of the Premises, each person signing below hereby stipulates and agrees:

- 1. Use of Premises.** I understand and agree that I may only use the Premises for the purposes set forth in this Release and Waiver of Liability agreement or as provided for in the Premises. I further agree that I am responsible for the proper use and care of the Premises and any of Company's property thereon. I will report accidental or unintentional damage immediately to the Gym and staff. I will cooperate with the Gym and their insurance provider, or risk a report of vandalism. I also agree to clean up the Premises after I am done using the Premises as permitted in this agreement and to restore the Premises to the same condition in which it was provided to me. I acknowledge that the Company makes no representation as to the condition of the Premises or the safety of any structures or equipment that may be used at the Premises. I accept and shall use the Premises in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Company or the Company's employees, agents, or representatives regarding this agreement or the Premises, except to the extent such representations are expressly set forth in this agreement.
- 2. Unattended Access:** I recognize that I may be attending the Premises and using the Premises's equipment at times when the Premises is unattended by Premises staff or other members.
- 3. Acknowledgement of Danger.** I am fully aware that exercise and fitness activities are of a nature and kind that are extremely strenuous. I understand and acknowledge that the activities that take place on the Premises may be dangerous and may involve the risk that I will sustain injuries that include, but are not limited to the following: (1) PHYSICAL INJURY AND/OR DEATH including minor injuries and major injuries such as joint and back injuries, broken bones, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, heart attack, stroke, brain injury, and injury to my fetus (if pregnant); (2) exposure to, and sickness from, infections, viruses, bacteria and disease, including but not limited to, COVID-19; and (3) property damage. I further understand that I may have exposure to the natural elements that could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps, and I assume and accept all risks associated with heat related ailments. I understand that injuries can occur because of the condition of the premises and land surrounding the premises, and that the land surrounding the premises may pose such dangerous conditions due to snakes, insects, spiders, ditches, erosions, sharp rocks, culverts, fallen trees, branches, snow, mud, or other natural and man-made hazards. I understand that consuming any food or beverage items sold out of the facility/prepared by Company may cause any of the ailments listed above. I understand that I waive the right to sue the Company for food or beverage related injuries, illnesses, or deaths. I understand that the Premises may contain toys or other items that minors have brought along with them, and I willingly accept the risk related to these objects being around and/or in contact with me.
- 4. Acceptance of Responsibility:** I willingly assume full responsibility for any and all risks that I am exposing myself to as a result of my participation in any activity in and surrounding the Premises, and accept full responsibility for any all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection

with my participation whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Premises.

5. **Assumption of Risk.** I understand that the activities that take place on the Premises **may not be supervised** and that the Company does not provide medical services. I further acknowledge that any injury I may sustain while on the Premises may be compounded by negligent or delayed medical service. I assume the risk of injury due to equipment failure, improper form, conduct of others using the Premises or other causes related to lack of supervision and waive any claim arising out of the Premises being unsupervised or unattended. I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICIPATION IN ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.
6. **Release from Liability.** In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am, on behalf of myself, my heirs and my personal representatives, willingly and voluntarily participating in self-administered activities using the equipment or facilities, and with my full understanding of all of the above, I hereby waive, release, remise, discharge and release Company and its owners, agents, officers, principals, employees, independent contractors and volunteers ("Released Parties") of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in physical training or my use of the equipment or the premises. I hereby agree, to fully and forever discharge from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of the Company or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises.
7. **Video Surveillance:** I recognize the need for video surveillance on and about Premises for security and productivity purposes. I recognize and agree that it is a condition of my participation at Company that I freely execute and agree to this video surveillance, including being personally recorded pursuant to said video surveillance. I agree that Company and its agents, officers, principals, employees, independent contractors and volunteers may use any taping of my image, voice or appearance at any time pursuant to said video surveillance at its discretion in the ordinary course of its operations. I agree to indemnify and hold harmless Company and its owners, agents, officers, principals, employees, independent contractors, volunteers, its agents, successors, and assigns from any and all claims and liability for damages, losses or expenses of any sort arising from the making of such recordings of me/him/her/them and their lawful and appropriate use. I further acknowledge that the Company exclusively owns all rights to these recordings regardless of the form in which they are produced or used.
8. **Service Animals:** I understand that only certified service animals are permitted at Company. A "certified service animal" is defined as the following: a hearing animal, guide animal, assistance animal, seizure alert animal, mobility animal, psychiatric service animal, or autism service animal.
 - (a) Certified service animals must comply with all licensing, vaccination, behavior and conduct requirements. I understand that I am required to notify the Company prior to bringing a service animal to the Premises. I shall be strictly liable for any damage or injury to any person or property caused by such animal. I will indemnify, defend, and hold harmless Company and its agents, officers, principals, employees, independent contractors and volunteers for any damages, loss, expenses, attorneys' fees, costs, judgments or liability which might accrue as the case may be, because of the presence of such animal in the fitness facility, regardless of whether the animal's presence is permitted.
9. **Consent to Medical Treatment:** In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence on or in the Premises, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the Released Parties. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the Released Parties to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES

SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF. I expressly acknowledge that if the Company is located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

10. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any personal injury, death or property damage I may sustain while on or using the Premises.
11. **Indemnification.** I hereby agree to defend, indemnify and hold harmless Company and the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Premises or participation in any activities on the Premises.
12. **Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that Company will not be responsible for or provide any security for my property and personal belongings.
13. **Governing Law and Venue.** This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release and Waiver of Liability agreement must be brought exclusively in any state or federal court located in Delaware, New Castle County.
14. **Waiver.** No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
15. **Survival.** Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
16. **Compliance with Laws.** In the performance of the terms of this Release and Waiver of Liability agreement and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.
17. **Severability.** If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
18. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.
19. **Parental Consent.** (If applicable) I, the undersigned parent or legal guardian of the minor child, have read the above and understood the foregoing assumption of risk, and release of liability, and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.
20. **Amenities Use & Assumption of Risk.** Member acknowledges that the use of certain amenities, including but not limited to showers, saunas, tanning beds, and any other facility features, involves inherent risks. These amenities are not continuously monitored or supervised. By using these amenities, Member agrees to do so voluntarily and at their own risk. Member understands and accepts full responsibility for their safety and well-being while using any such amenities and agrees that Barbell Brothers LLC shall not be held liable for any injury, illness, sickness, or damages that may occur as a result of their use.

21. Equipment Condition, Damage Responsibility & Liability Release. Member acknowledges that while Barbell Brothers LLC strives to maintain all equipment in safe working condition, there remains a risk of equipment malfunction, wear, or failure. Member agrees that Barbell Brothers LLC shall not be held liable for any injury, illness, sickness, permanent disability, or death resulting from the use of any equipment, including but not limited to damaged or malfunctioning equipment. Member further agrees to use all equipment in a safe and proper manner and assumes full responsibility for any damage they cause to equipment or facilities due to misuse, negligence, or intentional acts. Member agrees to promptly report any damaged or malfunctioning equipment to gym staff or ownership. Failure to report damaged equipment, or continued use of equipment known to be damaged or unsafe, may result in disciplinary action including, but not limited to, suspension or termination of membership, and may also result in legal action to recover damages. By signing this agreement, Member expressly assumes all risks associated with the use of the facility, its equipment, and amenities, and releases Barbell Brothers LLC from any and all liability to the fullest extent permitted by law.

22. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

(Signature of Client) Today's Date: _____

Date of Birth: _____

Phone: _____

Email: _____

Street Address: _____

City: _____ State: _____ Zip: _____

PARENT OR GUARDIAN SIGNATURE IF CLIENT IS UNDER 18 YEARS OLD:

(Printed Name of Parent or Guardian): _____

(Signature of Parent or Guardian): _____