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**IN STRONG LLC RELEASE AGREEMENT  
(for Lighthouse Training & Fitness Clients)**

Primary Member Name: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Membership Types**

Do not sign this Agreement until you have read the below Terms and Conditions, which are part of this Agreement and incorporated herein by reference. Member is entitled to a completely filled in copy of this Agreement. By signing this Agreement, Member acknowledges that (A) this Agreement is a contract that will become legally binding upon its acceptance by INStrong LLC, (B) Member has examined the gym facilities and accepts them in the present condition, and (C) INStrong LLC makes no representations or warranties to Member, either expressed or implied, except to the extent expressly set forth in this Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to such subject matter.

**Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Medical Risks**

I recognize the risk of injury in any exercise program and am participating upon the express agreement and understanding that I am hereby waiving and releasing INStrong LLC from and against any and all claims, costs, liabilities and injuries incurred while on these premises. I agree that it is solely my responsibility to consult with a physician prior to commencing any exercise program and to seek medical assistance in the event of any injury.

Member represents and warrants to INStrong LLC that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of INStrong LLC facilities. Member acknowledges that INStrong LLC has not given Member any medical advice before Member joined INStrong LLC and cannot give Member any such advice after Member joins INStrong LLC, whether related to Member's physical condition and ability to use the facilities and services of INStrong LLC or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional before using INStrong LLC facilities



**Waiver of Liability/Assumption of Risk**

Member acknowledges that the use of INStrong LLC facilities, equipment, services and programs involves an inherent risk of personal injury to Member and Member's guests and invitees. Member voluntarily agrees to assume all risks of personal injury to Member, Member's spouse, children, unborn children, other family members, guests or invitees and waives any and all claims or actions that Member may have against INStrong LLC, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury (and no such person shall be liable to Member, Member's spouse, children, unborn children, other family members, guests or invitees for any such personal injury), including, without limitation (1) injuries arising from use of any exercise equipment or machines, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, mats, or other areas of the INStrong LLC, (iii) injuries or medical disorders resulting from exercising at any INStrong LLC, including heart attacks, strokes, heat stress, sprains, broken bones and torn or damaged muscles, ligaments or tendons, and (iv) accidental injuries within any INStrong LLC facilities, including locker rooms, showers and dressing rooms. Member acknowledges that INStrong LLC does not manufacture any of the fitness or other equipment at its facilities. Accordingly, neither INStrong LLC, nor any of its subsidiaries, affiliates or any of their respective officers, directors, employees, agents, successors or assigns, shall be held liable for any such defective equipment or products. Member shall indemnify each of INStrong LLC and any of its subsidiaries, affiliates and each of their respective officers, directors, employees, agents, successors and assigns (each, an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified Party as and when incurred for any losses which such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

**Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_



### Specific INStrong LLC Gym Guidelines

Rules are not limited to the attached and are subject to change.

Member acknowledges the existence of and the need for rules and regulations governing use of INStrong LLC s equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented. INStrong LLC reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. INStrong LLC may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by INStrong LLC in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

INStrong LLC reserves the right to terminate your contract and cancel your membership for any violations we deem appropriate.

The hours of operation will be set by INStrong LLC and may be changed at any time in its sole discretion. INStrong LLC expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of INStrong LLC. Membership does not confer on Member any ownership interest in INStrong LLC or any of its property.

INStrong LLC shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around INStrong LLC 's premises including, but not limited to, a vehicle or its contents, or any property left in a locker. Member shall be liable to INStrong LLC for any damage to INStrong LLC facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

I have read and understand these guidelines as well read, signed and agreed to the additional waivers associated with this membership.

**Member Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_