



## **LIABILITY WAIVER MEMBERSHIP AGREEMENT TERMS & CONDITIONS**

### **AGE**

By executing this form, you attest that you are at least eighteen (18) years of age. If you are not 18 years of age, you must be accompanied by an adult and have them co-sign this waiver.

### **SAFE USE OF STUDIO**

You agree to abide by all policies, guidelines, rules, and regulations for safe use of the Studio and any equipment located therein, including following any verbal or written instructions provided by any Forge Fitness personnel, and not endangering any other client. You agree to seek instruction from Forge Fitness personnel in the use of all equipment and performance of exercise techniques. Forge Fitness is committed to the health, safety, and welfare of its members and staff. You agree to refrain from any conduct that could endanger anyone at the Gym. Forge Fitness has the right to judge behavior and respond accordingly. This right includes, but is not limited to, immediate removal of a member from a class and/or termination of a membership without refund.

### **YOUR RESPONSIBILITY FOR DAMAGE**

You agree to pay for any loss or damage to us, other people, the Gym the Facilities or any equipment, goods or property at the Gym or the Facilities if caused by a negligent or reckless act by you or by your dependant.

### **THEFT OF VALUABLES**

You agree that Forge Fitness will not be liable for the loss or theft of, or damage to, your personal property.

### **DRESS CODE POLICY**

You must wear closed toe athletic shoes and athletic shorts/pants and t-shirt/top while working out in the gym.

### **PHOTOGRAPHY AND TESTIMONIAL CONSENT**

You hereby grant permission to Forge Fitness, its employees, or other authorized agents or representatives, including independent contractors, to take and use testimonials, photographs, digital images and videos of you for use in educational and promotional purposes related to Forge Fitness' business. These might include printed and electronic publications, websites and social media. You further agree that your name and identity may be revealed in descriptive text or commentary in connection with the testimonial(s) and/or image(s). You authorize the use of the foregoing without compensation to you. All negatives, prints, and/or digital reproductions shall be the property of Forge Fitness OC.

### **DRUGS AND ALCOHOL USE AND IMPAIRMENT PROHIBITED**

You agree that while at the Gym or participating in a Session you shall not use or be under the influence of medication that may impair your physical or mental capabilities, alcohol or drugs. You acknowledge and agree that such use or influence may increase the risk of bodily injury or death to you and others.

### **PHYSICIAN CONSENT**

If you have a history of heart disease or any other disability, impairment, injury, disease, or ailment, you agree that, prior to undertaking any physical activity at Forge Fitness you will consult with your physician and will obtain your physician's consent to or approval to participate in our group fitness classes.



#### REPRESENTATION OF HEALTH AND FITNESS

By entering the Gym for a Training Session you represent that you are in good health and have no disability, impairment, injury, disease, or ailment, preventing you from engaging in active or passive exercise or activity. If you experience any illness, injury, discomfort, impairment, or other health problems prior to or during use of the Gym you agree to immediately inform our staff and to consult your physician and confirm or reconfirm your physician's consent to or approval of your continued participation in activities at the Gym.

#### ACKNOWLEDGMENT OF RISK

By signing up for and/or attending classes, events, activities and using the premises, facilities and equipment (the "Classes", "Facilities", "Studio" and "Gym") of Forge Fitness OC, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in group fitness classes and exercise equipment in association with the Classes and Facilities. These may include, but are not limited to, mild lightheadedness, fainting, abnormalities of blood pressure or heart rate, ineffective heart function in rare instances, heart attack, stroke, or even death. The reaction of the cardiovascular system to such activity cannot be predicted with complete accuracy. Further, there exists the risk of bodily injury including, but not limited to, injuries to the muscles, ligaments, tendons, and joints of the body.

It is strongly recommended that Client receive a medical clearance from his/her private physician prior to starting or participating in an exercise training program. The Gym's training programs are not designed for individuals with known heart disease, with or without functional impairment. You acknowledge that any studio intake questionnaire or other screening is no substitute for medical advice and does not guarantee against injury or death. You warrant that the information you give us will be accurate and not misleading in any way. You understand and acknowledge that neither Forge Fitness nor its personnel have expertise in diagnosing, examining, or treating any medical condition.

#### WAIVER OF LIABILITY

**Client has been informed that any fitness program includes possible risks and all exercises and use of the Studio's or Facility's equipment, furniture, and/or amenities, shall be undertaken at Client's sole risk and discretion. Client assumes full responsibility for any and all damages, injuries or losses including without limitation, those damages from acts of passive or active negligence on the part of the Gym, the Facility, the Gym instructors, officers, directors, employees, or agents (collectively, "Gym Parties"). Client hereby waives all claims against the Gym Parties and/or any successor assigns and all claims, demands, injuries, damages, actions, or causes of action, whatsoever to my person or property arising out of or connected to the services, facilities, exercise classes, or the facility where same is located (including the Gym and/or the Facility, as applicable). Client hereby agrees to forever indemnify defend, hold harmless, release and discharge the Gym and Facility from all claims, demands, injuries, damage actions causes of action and from all acts of active or passive negligence on the part of the Studio Parties and/or any successors and assigns, whatsoever, for any damages, injuries or losses that may be sustained by the Client including without limitation, attorney's fees, costs, and expenses of any litigation, arbitration or other proceeding arising from or in connection with the activities or use of the Gym's or Facility's equipment, furniture, and/or amenities that Client voluntarily participates in.**

**You acknowledge that you have carefully read this paragraph and fully understand that this is a waiver and release of liability.**



## OTHER TERMS AND CONDITIONS

Your membership Agreement is with Forge Fitness OC, located at 22431 Antonio Parkway Suite B190, Rancho Santa Margarita, CA 92688. By using the services offered at Forge Fitness, members are agreeing to the terms of this Agreement.

**RIGHT TO CANCEL:** You have the right to cancel this Agreement any time during the next five working days following the execution date of this agreement. This can be done by mail or email. The address for mail or delivery is Forge Fitness OC, 22431 Antonio Parkway, Suite B190, Rancho Santa Margarita, CA 92688. The address for email is [info@forgefitnessoc.com](mailto:info@forgefitnessoc.com).

**MEMBERSHIP TYPES:** Recurring memberships are paid on an automatic recurring cycle as per the applicable membership - E.g weekly, 4-weekly or monthly - starting from the date the membership is signed and continuing (paid in advance) until the membership is stopped.

Non-recurring memberships are paid-in-full, upfront, at the time of purchase. These include class packs (punchcards) and specially priced membership deals, such as 3-month and 6-month paid up front memberships. Non-recurring memberships are regarded as “fixed-term” contracts and cannot be cancelled.

When a fixed term paid-in-full membership ends, the membership will auto-renew onto a 4-weekly recurring membership unless otherwise agreed or the membership is cancelled.

Class packs have a limited number of classes to be used with a defined period. Once all the classes are used up, or the pack expires, a new pack must be purchased in order to continue attending classes. Class packs start when the first class booked OR waitlisted. Packs cannot be shared between members. Packs may not be extended, transferred, cancelled, refunded, shared, or frozen.

### **PAYMENT:**

Payment will be made via debited payment (credit card, debit card) stored securely online in your account. You authorize Forge Fitness OC to charge your credit card or debit your deposit account by Electronic Funds Transfer (“EFT”) or by debit card, for all applicable fees incurred in connection with your Forge Fitness membership, including but not limited to recurring membership dues, non-recurring membership payments, late /no show fees and incidental charges.

In the event of a declined credit card/debit card, the member’s account will be immediately suspended, pending the member updating their payment information and their membership dues paid in full. Forge Fitness may discontinue processing of recurring charges if it is unable to secure funds from your debit/card due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information provided.

it is your responsibility to keep a current card on file with accurate billing information. Forge Fitness cannot be held responsible for errors in processing due to expired or inaccurate information.

### **CLASS CANCELLATION AND BOOKING POLICIES**

**RESERVING CLASSES:** Clients are solely responsible for the booking and cancelling of their classes. Clients can reserve class spots online through the Forge Fitness OC app.



**SIGN-IN:** Clients are required to enter their scheduled class no later than 5-minutes after the scheduled start time. If a client does not enter their class by this time, it is considered a no-show and Forge Fitness reserves the right to assign the spot to another person on the waitlist, as well as charge a no-show fee (detailed below). Members arriving later than 5 minutes will be prevented from entering the class to avoid disruption and to other members' class experience. Exceptions to this may be made if the member contacts a staff member to advise they are running late and is able to confirm that a late arrival into class is acceptable.

**WAITLIST:** In the event a scheduled class is booked to capacity, you may place yourself on the waitlist for the class. The system will auto-populate clients into class from the waitlist as soon as other clients with confirmed spots cancel, and class slots will be assigned in the order the waitlist bookings were made.

**CLASS CANCELLATIONS:** Early cancels of class bookings can be made up until 12 hours prior to the class start time. Cancellations can be made via the booking app or by speaking to a gym staff member and confirming they have processed the cancellation. Early cancels do not incur any penalty fee or any loss of class credit. Late cancels are reservations which are cancelled within 12 hours of the class start time and they incur a penalty fee and/or loss of class if on a package punchcard or limited membership deal.

Cancellations via electronic mail (email), Facebook messenger, Instagram or other social media, voice message and text message are not valid and the member will be charged/class forfeited. If you book multiple classes, or waitlist multiple classes, you are solely responsible for cancelling your classes within the bounds of the cancellation policy outlined above. Late-cancel and no-show fees apply if you do not cancel within the bounds of the cancellation policy for double bookings.

#### LATE CANCEL & NO-SHOW PENALTY FEES:

**Paid in full & unlimited monthly memberships:** If you do not cancel within the 12-hour window, a late-cancel fee of \$15 will be charged to your account. If you do not cancel and do not show up to your scheduled class, a no-show fee of \$25 will be charged to your account.

**Limited monthly memberships & class packs** If you do not cancel within the 12-hour window, then your class will be forfeited. If you do not cancel and do not show up to your scheduled class, an extra no-show fee of \$15 will be charged to your account (in addition to the class forfeiture.)

#### CANCELLATION OF A MEMBERSHIP AGREEMENT

Recurring memberships can be cancelled or paused as per the terms outlined in this agreement. Non-recurring memberships such as class packs and paid-in-full membership deals are regarded as fixed term memberships and cannot be cancelled.

Members with a recurring membership may cancel at any time for any reason and your membership, studio access and payments will stop when your current month's membership ends.

To cancel your membership, you must send an email to this address: 'info@forgefitnessoc.com' at least 5 working days before your next payment is due, to allow time for the cancellation to be processed.

We do not issue refunds. You will retain access to the studio until your current month's payment runs out. Your membership will stop the day before your next monthly payment is due. (Example: You cancel on the 28th of May and your next payment is due on June 15. You will



retain studio access until the end of day June 14th. You will not be charged on June 15th and you will no longer have studio access from June 15th.)

If at the time of receipt of your cancellation notice, you have outstanding payments owed to Forge Fitness, these payments must be made in full for the Membership Agreement to be considered cancelled. In the event you fail to pay outstanding amounts owed, your membership will be considered suspended, the Membership Agreement will not be cancelled, and Forge Fitness reserves the right to pursue additional avenues or means to receive monies owed.

If cancellation is requested by you or your estate for the reason of death or disability (subject to the signed doctor's note regarding the nature of the disability) and you are unable to receive the services for which you contracted under this Agreement, you and your estate shall be relieved from the obligation of making payment for services other than those received prior to your death or the onset of your disability. If you prepaid any sum for services, so much of the sum as is allocable to services not taken prior to your death or disability shall be promptly refunded to you or your representative.

#### **FREEZE POLICY**

Members with a recurring membership may put their membership on hold, in 4-week or one-month increments, for up to three (3) calendar months. Notice of intent to freeze one's account must be submitted to Forge Fitness via email at [info@forgefitnessoc.com](mailto:info@forgefitnessoc.com). At least 7 days' notice prior to the member's next billing date must be provided to allow adequate time for the request to be processed. The freeze request must state both the freeze start date and reactivation date defined by the submitter.

Members who provide insufficient notice cannot be guaranteed a timely stop on billing. Members will not be billed for memberships during the freeze months. Billing will resume automatically upon end of freeze months.

If you become pregnant you can request a pregnancy freeze. You must provide a doctor's letter at the time of your request. A pregnancy freeze shall not last more than 9 months.

**CHANGES TO THE SCHEDULE/HOURS:** Forge reserves the right to change the group fitness schedule at any time including the addition or the deletion of classes, as well as changes in instructors, class times and length of classes.

**CHANGES TO TERMS & CONDITIONS:** Not all rules and regulations are listed in this agreement. Forge Fitness reserves the right to add, change or remove rules, conditions of membership, opening and closing hours, and all services and facilities offered by Forge Fitness.

**GUARANTEES:** To qualify for any guarantee given for a specific training program or package, you must follow the terms of the training program or package guarantee, such as but not limited to pre-program and post-program tests and attending a certain number of training sessions each week.

**ACCOUNT NOTIFICATIONS:** We may contact you via telephone, email, text message or other means from time to time to notify you of issues relating to your Membership, offers relating to your Membership, or information about the Studio. To the extent permitted by law, you are authorizing us to make such communications by signing this Agreement. You may opt out of this consent by calling (949) 534 3767 and requesting to be removed from our list.

**RIGHT TO CURE:** We are entitled to cure any failure to comply with applicable law within 30 days of you signing any agreement.



DISPUTES: The validity of any of this Agreement, as well as the rights and duties of the parties under bound to them, will be governed by the laws of the state in which the Studio is located. You agree that the sole and exclusive forum and remedy for any and all controversies, disputes, or claims relating in any way to or arising out of this Agreement, your Membership and your use of the Gym shall be final and binding arbitration in a location within 50 miles of the Gym. The arbitration proceeding will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect before a single arbitrator appointed in accordance with such rules. Judgment upon any award rendered therein may be entered and enforcement obtained thereon in any court having jurisdiction. The arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance. Notwithstanding your agreement to arbitrate, you understand that we will also have the right to seek injunctive relief or other appropriate equitable relief in any court of competent jurisdiction. In the event of any dispute arising from this Agreement or your Membership, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation.