

**5<sup>TH</sup> GEAR FITNESS, LLC**

**GUEST AGREEMENT**

1076 East Brandon Blvd., No. 211

Brandon, FL 33511

813-951-5754

[www.5gearfit.com](http://www.5gearfit.com)

This Agreement is between:

Guest Name: \_\_\_\_\_

Address: \_\_\_\_\_ city, zip \_\_\_\_\_

Cell #: \_\_\_\_\_ Home #: \_\_\_\_\_ Work #: \_\_\_\_\_

DOB: \_\_\_\_\_ Email: \_\_\_\_\_,

(Hereinafter “you”), and **5<sup>th</sup> Gear Fitness, LLC** (hereinafter “5<sup>th</sup> Gear Fitness” or “Company”), registered with the state of Florida as a Health Studio Facility Registration Number HS11963.

**IMPORTANT!** You hereby acknowledge and agree that use by you or your minor children of 5<sup>th</sup> Gear Fitness's facilities, services, equipment and/or premises, including Kids Club, involves the risk of serious injury to persons or property. **You, on behalf of yourself or your minor children, expressly agree to assume full and complete responsibility for any and all such risks, even if caused by the negligence of 5<sup>th</sup> Gear Fitness, its owners, partners, directors, officers, employees, authorized agents, guests or members.**

In consideration of you or your minor children being permitted to enter 5<sup>th</sup> Gear Fitness's facility for any reason, including but not limited to, observation, use of facilities, services or equipment, or participation in any way, **you agree to release and hold 5<sup>th</sup> Gear Fitness, its owners, partners, directors, officers, employees, and agents harmless from any and all liability to you, your partner, your children and/or your personal representatives, assigns, heirs and next of kin for any loss or damage, and forever give up any claim or demands therefore.**

You also hereby agree to indemnify 5<sup>th</sup> Gear Fitness from any loss, liability, damage or cost 5<sup>th</sup> Gear Fitness may incur due to the presence of you or your minor children in, upon, or about the 5<sup>th</sup> Gear Fitness premises, or in any way observing or using any facilities, services or equipment of 5<sup>th</sup> Gear Fitness, if caused by your ordinary or gross negligence, recklessness, or wanton or intentional act.

You represent (1) that you and/or your minor children are in good physical condition and have no known disabilities, illnesses or other conditions that could prevent you or your minor children from exercising without injury or impairment of health; (2) that you have consulted a physician concerning an exercise program that will not risk injury to you or your minor children or somehow impair your health; and that (3) you will not participate in 5<sup>th</sup> Gear Fitness activities to

the extent that such participation would be at variance with any medical advice you have received.

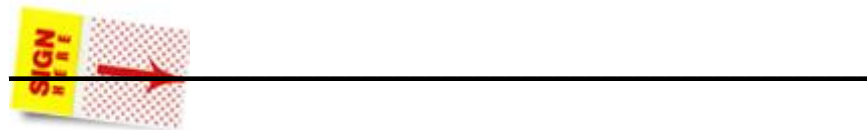
You specifically acknowledge that exercise, particularly involving weights, pulleys, treadmills, thrown objects, bodyweight exercises, cardio training, resistance bands, ropes, ladders, and jumping carries inevitable risks that cannot be fully mitigated by 5<sup>th</sup> Gear Fitness.

You further acknowledge that risk of injury includes (but is not limited to): injuries arising from use of exercise equipment and machines; injuries arising from participation in supervised or unsupervised activities or programs at a Studio; injuries and medical disorders arising from physical exercise, such as heart attacks, strokes, heat stress, sprains, broken bones, torn muscles and ligaments, skin abrasion, laceration, or infection, damaged cartilage, concussion, coma, paralysis, and death among others; and accidental injuries occurring anywhere in Studio dressing rooms, showers and other facilities.

Guest is advised that sexual harassment (repeated and unwanted advances or suggestive remarks, indecent exposure, or discriminatory remarks), intimidation or harassment of other members, fighting, and excessive shouting or foul language are strictly prohibited.

You agree that you do not operate and do not intend to operate any competing health or wellness business within ten (10) miles of Brandon, Florida. This Agreement constitutes the entire understanding between you and 5<sup>th</sup> Gear Fitness. This Agreement shall be governed by Florida law. You further expressly agree that the foregoing release, waiver of liability and indemnity and other provisions are intended to be as broad and inclusive as is permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.

GUEST'S SIGNATURE (*If Guest is a minor, under the age of 18, he/she must have a parent or legal guardian co-sign this Agreement*)



Executed at: 5<sup>th</sup> Gear Fitness, 1076 East Brandon Blvd, No. 211, Brandon, FL 33511.