



# The Strength Factory

## Day Pass and Punch Pass Waiver

- PASS PRIVILEGES:** I will be admitted to member activities such as open lounge, fitness training rooms, bathrooms, and other designated facilities at no additional charge. Towels shall also be made available to me for use in the gym at no additional charge. Day Passes or Punch Passes do not cover lessons, classes, individual or group training sessions, special programs, or rentals, some or all of which may be made available from time-to-time for additional charges. Not all programs, benefits, facilities, equipment, etc. will be available at all times. Day Passes and Punch Passes are not assignable or transferable and any attempted transfer or assignment shall be null and void.
- PASS RESPONSIBILITY:** All use of the gym shall be undertaken at my sole risk, and The Strength Factory and/or its Managers shall not be liable for any harm, injuries, or damage to me or my property, or be subject to any claim, demand, liability, or damages whatsoever, including, without limitation, those resulting from acts of active or passive negligence on the part of The Strength Factory and/or its Managers, its successors or assigns, as well as its officers and agents, for all such claims, demands, liabilities, damages, actions or causes of actions. It is specifically agreed that The Strength Factory and/or its Managers shall not be responsible or liable for articles lost, damaged, or stolen in, about or in connection with the gym, nor for loss or damage to any other of my property, including automobiles and contents. It is also agreed that any damages to The Strength Factory and/or its Managers, or the gym or its contents, or property or the property of any member by another member is the sole responsibility of the offending member. The foregoing notwithstanding, neither The Strength Factory nor its Managers shall be relieved by this Paragraph 2 from liability for its own gross negligence and/or willful misconduct.
- RULES AND REGULATIONS:** I acknowledge that The Strength Factory and the gym operates under rules and regulations established for the safety, comfort, and protection of members or other patrons, and I will abide by and be bound by all posted rules and regulations, as well as by rules and regulations subsequently approved and posted or published by The Strength Factory. Rules and regulations of The Strength Factory, in effect from time-to-time, are incorporated into this waiver by reference and made a part hereof. Facilities, equipment, amenities, hours, service, regulations, and policies are subject to change, without prior notice, at the sole discretion of The Strength Factory, and I accept such reasonable changes as a condition of waiver.
- GENERAL PROVISIONS:**
  - I acknowledge I have inspected the gym and same is in full operation. No promises, representations, or warranties have been made to me by The Strength Factory or otherwise about the gym.
  - I acknowledge that it has been explained to me that this is a legally binding and enforceable waiver.
  - This waiver sets forth the entire agreement between me and The Strength Factory regarding my pass and any and all prior discussions, agreements, understandings, or correspondence are hereby made null and void.
  - This waiver may be amended, modified or rescinded, or any rights hereunder waived, only by written agreement signed by me and The Strength Factory.
  - If any term or provision of this waiver is found to be invalid, illegal or unenforceable, in whole or in part, the rest and remainder of this waiver shall remain in full force and effect to the fullest extent permitted by law.
  - I understand that The Strength Factory is a goal-oriented, hard-core training facility. Therefore, The Strength Factory is not responsible for any exposure to activities that occur in this type of environment. (i.e. language, screaming, loud-music, competition posing, etc.)
  - The Strength Factory has full authorization to revoke this waiver and my pass by unanimous vote if any acts of misconduct, and/or violation of this waiver occurs during my signed agreement.
  - I give The Strength Factory consent to take my photos and post them on any form of social media.

**“We hereby agree to all terms of this waiver, intending to be legally bound hereby, and each of us has received a complete executed copy of this Waiver.”**

Accepted by The Strength Factory, LLC

\_\_\_\_\_  
Guest Signature                      --      \_\_\_\_\_  
Date

\_\_\_\_\_  
Gym Consultant Signature                      --      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Guest Name                                      --      \_\_\_\_:  
Time

\_\_\_\_\_  
Print Name