



112-F Village Rd, Leland, NC 28451
(910)399-6131 • musclemaxllc@gmail.com

Contract Agreement

Single Membership

Plan A1 - Monthly membership paid each month \$36

Plan A6 - Six month membership paid once every six months \$201 (save \$15)

Plan A12 - Twelve month membership paid once annually \$396 (1 month free)

Couples/Family (All at the same address) Non-active 1st Responder

Plan B1 - Monthly membership per person each month \$33

Plan B6 - Six month membership paid once every six months per person \$183 (save \$15)

Plan B12 - Twelve month membership paid once annually \$363 (1 month free)

Active 1st Responder/Military/Retiree age 65 +

Plan C1 - Monthly membership per person each month \$30

Plan C6 - Six month membership paid once every six months per person \$165 (save \$15)

Plan C12 - Twelve month membership paid once annually \$330 (1 month free)

Youth age 12-17

Monthly membership for ages 12-15 (must be accompanied by a parent/legal guardian who has an active Muscle Max gym membership) and age 16-17 (may use the gym without a parent/legal guardian as long as the parent/legal guardian has an active Muscle Max gym membership) \$20

Guest/Day Pass

Guest/Day passes are offered to those looking to try Muscle Max for \$8 daily

PROOF OF ACTIVE RESPONDER, MILITARY, RETIREE AND COUPLES/FAMILY NEED TO BE ATTACHED OR BROUGHT WITH YOU FOR PLAN APPROVAL.

I (we) choose plan _____ as outlined above. If family, how many members? _____

Fitness Services Waiver of MUSCLE MAX LLC.

I, _____ (enter your name), hereby agree that by signing this document, I consent to waive certain legal rights, including the right to sue the following party, and, if applicable, its owners, trainers, representatives, and facilities from any physical, material, tangible or intangible, loss or damages that may happen to me or my minor child, _____ (enter child's name) during my participation in any of the fitness services (hereinafter, "Fitness Services") undertaken while under their instruction or thereafter: Muscle Max LLC (the "Fitness Provider").

I or my minor child will be voluntarily participating in the Fitness Services that will be conducted by the Fitness Provider. These Fitness Services will include, but not be limited to the following:

Strength training and cardiovascular training.

The following is the identifying and contact information for me, the client ("Client") and if applicable my minor child ("Child"):

Client Legal Name: _____

Client Address (Street, City, State, Zip): _____

Client Phone Number: _____

Client Email Address: _____

Client Emergency Contact: _____

Client Emergency Phone: _____

Child Legal Name: _____

Child Address (Street, City, State, Zip): _____

Child Phone Number: _____

Child Date of Birth: _____

Child Email Address: _____

____ By checking here, you agree to receive emails from Muscle Max.

____ Please check here to have your child receive emails from Muscle Max.

The following is the identifying and contact information of the Fitness Provider:

Business Address:

Muscle Max LLC

112-F Village Road Leland, NC 28451

Business Contact Number: 910-399-6131

These terms you accept for yourself or minor child by signing below.

- It is my responsibility to consult a physician before participating in this or any fitness program and I affirm that I have no medical conditions that would restrict me from participating in any of the Fitness Services.
 - I agree to hold the Fitness Provider, and if applicable, its owners, trainers, and representatives, harmless from any damage, whether tangible or intangible, that may happen to me while participating in the Fitness Services. Such injuries may include, but are not limited to, muscle strains, muscle sprains, muscle spasms, heart attacks, raised blood pressure, and broken, fractured, or dislocated bones.
 - I agree that the Fitness Provider offers the Fitness Services with no guarantee of results. I agree that I am solely responsible to maintain the diet and fitness regime appropriate for my level of health and stamina, and I agree that any results that occur, whether positive or negative, are the effects of my own personal choices.
 - I agree that participation in the Fitness Services is not a replacement for actual medical care, and that if I do experience medical issues, I will contact my doctor immediately.
 - I agree and verify that all of the information that I have given the Fitness Provider and its representatives is accurate, up-to-date, and without the omission of any known medical issues.
 - I agree and verify that If I have omitted any necessary personal information, whether knowingly or unknowingly, I will hold the Fitness Provider harmless against all liability for any damages that may occur to myself or to others because of my actions or inactions.
 - I agree to keep the Fitness Provider apprised of any changes or upcoming changes concerning my physical health and personal information.
 - I understand and agree that it is my responsibility to let the Fitness Provider know if I find myself in any pain or discomfort before, after, or during the Fitness Services.
 - I understand that this is a 24 hour facility and is unmanned at certain times of the day.
 - If I do require medical treatment or attention while or after participating in the Fitness Services, I agree that the medical costs are mine and mine alone and hold the Fitness Provider blameless from any charges, fees, or costs that my conditions may incur.
 - This Fitness Services Waiver will bind and be enforceable against me and all of my personal representatives. I agree that this Fitness Services Waiver should be enforceable to the fullest extent of the law, and if any portion is held invalid, the remainder should continue in full legal force and effect.
 - I specifically acknowledge and agree that this document is not intended to be a general release, which would be limited under some state and local laws.
 - This Fitness Services Waiver shall be construed and interpreted as broadly as possible in the applicable jurisdiction.

ASSUMPTION OF RISK. I understand and am aware that my participation in the Fitness Services involves risks. These risks may lead to tangible or intangible harm, and I agree that they may result not only from my own actions but also from the actions of others. With the knowledge and understanding of these risks, I choose, of my own will and volition, to continue participating in the Fitness Services.

- I am also aware that there are risks that I may not have considered, yet I waive my right to any claims that may occur from these unconsidered risks and I choose, of my own will and volition, to participate in the Fitness Services.

COVENANT NOT TO SUE. I will not start any lawsuit or other court action against the Fitness Provider, nor will I join any such proceeding, including any claim for money damages. I acknowledge and agree that I am entering a covenant not to sue the Fitness Provider in any capacity, including to hold the Fitness Provider liable for any injury, loss, or damage sustained by me or my property, even if it is due to the Fitness Provider's negligence or omission. I also waive the right of any of my insurers' to make any such claim.

INDEMNIFICATION: I agree to defend and indemnify the Fitness Provider and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to my use or misuse of the Fitness Services or my conduct or actions. I agree that the Fitness Provider shall be able to select its own legal counsel and may participate in its own defense, if desired.

REPRESENTATION: I am over 18 (eighteen) years of age and I am medically and physically able to participate in the Fitness Services or I am the parent/legal guardian of a minor child providing that the minor child is medically and physically able to participate in the Fitness Services.

GOVERNING LAW: This Fitness Services Waiver shall be governed by and construed in accordance with the internal laws of North Carolina without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county, Brunswick, in any legal suit, action, or proceeding arising out of or based upon this Fitness Services.

COVID

You are aware that Covid exists and precautionary measures are both yours and the gym's. Everyone understands that risks of exposure do exist and you are required to follow the mandates as well as use good judgment. ***If you are uncomfortable in a public environment due to risks we urge you to not attend the gym.*** A printed outline of the gym's actions, requirements and requests are displayed in several locations posted throughout the gym floor for you to view.

As of phase 2.5 of North Carolina in association with gyms we will follow the requirements and suggestions. Masks will be worn by those who are socially active, however, those in exercise do NOT have to wear masks. Follow the 3 W's as posted throughout the gym floor. Use hand sanitizer upon arrival and wipe all machines with provided disinfectant.

Waiver:

I have read the above Fitness Services Waiver fully and I understand and agree to its contents. I understand and agree that by signing this Fitness Services Waiver I forfeit any right, claim, or ability to hold the Fitness Provider responsible for any tangible or intangible damages, loss of property, or loss of life that may occur during or after my or my minor child's use of the facilities and participation in the Fitness Services.

Client Sign

Date

Child Sign

Date

Muscle Max Gym Rules

RESPECT. Give respect to the gym and its members and you will get the same in return. - *This gym is a place for all and we are a family itself. Help make and keep a home for you and others to enjoy.*

FLOOR RULES

Wipe down the equipment after you have used it.

Return all weights, equipment and apparatuses to their original locations after use.

Use the equipment as it is intended for use. Please ask for assistance if you need help.

Notify the gym if damage has occurred by emailing musclemaxllc@gmail.com.

Encouraging voices and gestures are part of this gym's atmosphere.

CONDUCT RULES

All persons must use the door entry swipe even if someone holds the door for you.

Do not let anyone in the gym who is not a member! If you let someone in the gym, **you will be charged a day pass rate** for that individual. *** If you are having family visit you and they wish to attend the gym with you, please notify us in and we will help make this happen.***

No one is allowed behind the counter area or in the utility room at any time.

Any misconduct will not be tolerated. This includes verbal and physical abuse. Any witnessed misconduct can be reported anonymously by emailing musclemaxllc@gmail.com.

Lockers are allowed to be locked during your time at the gym only. Please remove your lock at the end of your visit.

We want this gym to be a safe and fun environment for everyone and it takes everyone's input and abidance to be that.

Client Sign

Date

Child Sign

Date