Poe's Gym Metallic Powerlifting and Strength
CS119 LIMITED TIME OFFER MEMBERSHIP

☐ 1. FIRST AND FOREMOST: This contract is for 12 consecutive months (1 YEAR). Unexpected geographical re-location of you, unforeseen personal problems of you, sudden injuries/illnesses /physical dysfunctions/addictions/mental diseases, and deaths of friends, of pets, and of family of you are not grounds to terminate this agreement or receive a refund or credit of any means. This contract is non-transferable to another person and not refundable to you.

☐ 2. You are billed and obligated for (12) months in duration of $119.00 per month plus a PayPal transaction charge of $4.81 equaling a $123.81 total payment to Poe's Gym Metallic Powerlifting and Strength per month on the date that you initially signed your membership agreement. Note that PayPal may periodically increase fees during an active contract. You are obligated and will be notified to pay any increased fees incurred by PayPal.

☐ 3. There is yearly gym maintenance fee each year of $35.00 to be paid on the same day of your contract sign up and any contract renewal of any kind. You can pay this fee by Venmo @poesgym (Create Separation) and, if applicable, the last four digits are 8760. Please pay friend to friend to avoid fees. If not, all applicable fees will apply to you.

☐ 4. You lift and exercise at your own risk at Poe's Gym.

☐ 5. Poe's Gym is equipped with 24-hour surveillance cameras for liability, security, and safety purposes.

☐ 6. We have no supervision in the gym. Do not attempt to do anything that will harm our equipment, our facility, or yourself as result of no supervision. Ask for help or a spot to be safer while lifting. If you feel a situation is dangerous and or you are in need of a spot, please leave the gym and or contact (615)-668-8760 for assistance or 911 for a life-threatening emergency. Emergency phones can be found on the walls throughout the gym. All equipment in the gym is in working condition. ***If you break the equipment, you buy it.***

☐ 7. Poe's Gym reserves the right to terminate this contract at any time without cause and/or to protect the health and well-being of the Poe's Gym membership, and, reciprocally, to protect the health and well-being of you.

☐ 8. ***All members must obey all rules which are subject to change at any time during a membership.*** Poe's Gym's never changing foundational rules are: 1***) Do not drop the dumbbells of any weight*** 2) Wipe down and disinfect all things touched by you or your ass 3) Mop all areas of sweat (includes all your sweat droppings left on the floor from walking around the gym) and all areas that work has been performed by you (even if you do not sweat), and ***4) Do not enter the gym if you are feeling less than 100% healthy.***

☐ 9. If you have had any illness or feel less than 100% healthy, get to 100% healthy and ***non-contagious***, then, re-enter Poe's Gym.

☐ 10. If you are a trainer/coach, a real estate agent of any kind, an orthopaedist, a physical therapist, or an attorney to name a few, you may not solicit services to Poe's Gym members (in or out of the gym) as Poe's Gym has "exclusive right contracts "with the forementioned professionals.

☐ 11. Any desired contract settlements must be directed to Matt Castle, Poe's Gym's third-party administrator (TPA), at legalpoesgym@gmail.com.

☐ 12. At no time or under any circumstance (including possible membership settlement discussions) may you cancel your payments/contract to Poe's Gym. No matter the results of any situation, Poe's Gym, is the only one permitted to officially close your membership through PayPal merchant services.

☐ ***13. If you, unknowingly to Poe's Gym, decide to cancel your account/contract,*** *our TPA will automatically receive a member cancelation notice which triggers our TPA's collection process. This process starts by reporting cancelation of membership and or non-payment on an obligated contract to all three credit agencies. Our TPA will execute immediate means to make record through applicable credit reporting agencies such as TransUnion, Equifax, and Experian.*

☐ 14. Poe's Gym does not allow guest or visitors unless approved by Poe's Gym. No person is allowed in Poe's Gym without Matt Poe's approval. This rule will be explained in depth for your safety and the safety of the gym upon orientation.

☐ 15. After you complete the "BUY NOW/SUBSCRIPTION" process through PayPal, these two steps officially consummate the (12) month agreement with Poe's Gym. Your name, date of payment completion, and driver's license number will be auto-filled on the contract which will be saved in a file by Poe's Gym and available upon request by you at any time.

☐ 16. All members at Poe's Gym will receive a hard key not be shared at any time. All members may use the gym at any time. Poe's Gym will close on certain holidays. During these closings, the gym will be closed to all members and a different loc will be placed on the gym.

☐ 17. Read and understand the Poe's Gym Release of Liability and Hold Harmless Waiver.

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☐ **18. POE'S GYM'S RELEASE OF LIABILITY AND HOLD HARMLESS**

You voluntarily are a member at Poe's Gym at your own risk with the understanding that contraction of COVID-19 is a possibility at the facility and on the grounds surrounding Poe's Gym. To your best knowledge, you agree that you have not been in contact with any person that has COVID-19 or exposed to any person who has been exposed to ANYONE who has COVID-19. ***You agree to execute all your activity at your own risk at the 6100 Centennial Blvd., Nashville, Tennessee, Premises at Poe's Gym.***

Because physical exercise can be strenuous and subject to risk, POE'S GYM of 6100 Centennial Blvd., Nashville, Tennessee urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest, or participant) agree that if you engage in any physical exercise or activity at 6100 Centennial Blvd., Nashville, Tennessee, you do so entirely at your own risk (*it is your responsibility to notify Poe's Gym of any of your underlying conditions that may render a special waiver or possible, special accommodations).*

Activities include, without limitation, your use of the locker room, parking area, sidewalk area, or any equipment of POE'S GYM and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities along with the use of these facilities and premises and assume all risks of injury, *illness (INCLUDING AND ESPECIALLY COVID-19)*, damage or loss or theft of any personal property.

You expressly agree to release and discharge POE'S GYM, and the Landlord of POE'S GYM, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims, liability, or causes of action, again, includes contraction of the COVID-19 virus that could possibly be traced to the Poe's Gym facility and or any of Poe's Gym's members, landlords, owners, staff, or affiliates.

This waiver of release of liability and of hold harmless includes, without limitation, all injuries and sicknesses (ESPECIALLY COVID-19) to you which may occur as a result of (a) your use of any exercise equipment, products and the 6100 Centennial Blvd., Nashville, Tennessee amenities, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction or supervision, (c) injury or death resulting from you not following our safety rules and other rules of the gym, and (d) your slipping/tripping and/or falling while at the 6100 Centennial Blvd., Nashville, Tennessee PREMISES, including adjacent sidewalks and parking areas regardless of negligence, and, again, COVID-19. You agree and understand that you exercise at your own risk of injury and possible contraction of COVID-19 at Poe's Gym.

All members agree to obey ALL rules ESPECIALLY: 1) Do not drop our dumbbells, disinfect all touched surfaces, mop all work areas and areas of sweat, and keep all metal off the main floor and platforms.

Any failed legal action that may be taken against Matt Poe, POE'S GYM, and the Landlord of POE'S GYM, and all affiliates, employees, agents, representatives, successors, or assigns relative to COVID-19 or other issues will require reimbursement of all of Poe's Gym's legal fees from you, all incurred expenses upon Poe's Gym, all revenues lost of Poe's Gym, and cost of time lost of Poe's Gym.

☐ 19. **CONSUMMATION OF THIS AGREEMENT WILL BE EXECUTED AFTER COMPLETING THE BUY NOW/SUBSCRIPTION PROCESS WHICH SERVES AS YOUR SIGNATURE FOR THIS CONTRACT**

I understand the material/terms in this entire document (pages 1 and 2, Checkboxes 1-19) and hereby release all liability, release indemnification, and hold harmless Matt Poe, POE'S GYM, and the Landlord of POE'S GYM, and all affiliates, employees, agents, representatives, successors, or assigns, of any injuries, sickness, or death resulting from not adhering to the material in this document, and, in addition to paying a membership my being permitted access to the gym and its equipment is consideration for my holding the above harmless in the mentioned possible events.

I understand my contract begins or began on _____. This space will be auto filled after the "Buy Now/Subscription" process has been completed by me. I understand my contract ends in 12 months and the last payment from the above date which is _____. This space will be auto filled after the "Buy Now/Subscription" process has been completed by me. ***My last day in the gym is*** _____. This space will be auto filled after the "Buy Now/Subscription" process has been completed by me.

I understand that my payment each month is $123.81. I understand that when I complete the "BUY NOW BUTTON/SUBSCRIPTION" process for a membership that this completion of process activates an automatic printed version of my name (on my driver's license) to serve as my official signature for this contract, that payment begins, that Poe's Gym assumes I have read and understood the contract, and that I understand the 12-month obligation begins immediately on the date I complete the process of the "BUY NOW/SUBSCRIPTION".

YOUR NAME

(Activated Printed Name To Serve As My Official Signature Of A New Member Who Has Completed The Buy Now/Subscription Process)