

## **I. GENERAL RECITAL**

Please read and understand the terms of this contract BEFORE any other actions are taken relative to joining the gym.

Please ask Poe's Gym any questions you may have concerning the below terms.

Realize that ALL promises are in this contract AND what you have heard from anyone associated with or working at the gym about what is happening, what is going to happen, or any other ideas about the gym is not binding of Poe's Gym and is considered "hearsay".

BE IT KNOWN: *Poe's Gym Metallic Powerlifting and Strength does not have air conditioning in the summer and limited heat, if any, in the winter.*

MUSIC: Poe's Gym Metallic Powerlifting and Strength supplies a radio to its members. BEFORE 3:30pm, RAP/Death Metal/Punk Rock/No Music With Profanity is not allowed in the gym as to be considerate of our neighbors and landlord. AFTER 3:30pm all music is permissible.

BEFORE 3:30pm, the VOLUME must be kept at BELOW HALFWAY as to be considerate of our neighbors and landlord. AFTER 3:30pm HIGH VOLUME is permissible.

Poe's Gym Metallic Powerlifting and Strength reserves the right at any time during the 24 hour day to turn the radio completely off or replace any playing music with other music and terminate your membership if you do not follow the rules of music before 3:30pm.

We have no supervision in the gym at any time. Do not attempt to do anything that will harm our equipment, facility, or yourself as result of no supervision. Ask for help or a spot to be more safe 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.

Our equipment is dated with random maintenance and repair and sometimes no maintenance and repair for long periods of time. Keep safety in mind at all times of you and others.

You lift at your own risk at Poe's Gym.

## **II. INFORMED CONSENT AND RELAESE OF LIABILTY FORM**

The Informed Consent and Release of Liability Form (SEE SECTION XIII) is included in this contract. Once you sign this agreement, all terms in the agreement and the Informed Consent and Release of Liability Form are binding to you.

You, the primary payer of the membership, is responsible for any and all of your guests and all of your guest's guests signing the informed consent and release of liability for BEFORE they workout at Poe's Gym and any If your training partner or guest does not sign the informed consent and release of liability form, you assume responsibility and liability for all your training partner and guests (including any of their guests to the gym).

## **III. ORIENTATION OF POE'S GYM**

To begin to use Poe's Gym, you must go through an orientation session. If you refuse the orientation session, your membership will be terminated.

All of your training partner's or guests must go through an orientation administered by you. If you do not orientate your training partner or guest, you assume all responsibility of your training partner and guests and any of their guests breaking the rules and any associated costs.

## **IV. VIDEO SECURITY**

The gym is equipped with a 24/7/365 security camera. Poe's Gym reserves the right to access this video and monitor the gym at all times and at any time. Yes, you (and or your training partner or guests including any of their guests to the gym) can be thrown out of the gym based on past video footage of unacceptable behavior and unacceptable use of our equipment and facility. The video camera is also equipped with delivering a live feed to our security company 24/7/365.

## **V. ONLINE CONSIDERATIONS WHEN JOINING THE GYM**

After reading this contract and decide that you want to sign up for a gym membership online, please follow the below directions and heed the special note.

1. If you do not sign a contract in person at Poe's Gym, access [www.poesgym.com](http://www.poesgym.com) and go to the PayPal button on the "membership" page to start obligated payment of the contract and binding yourself to the "Informed Consent and Liability Form" by clicking on the "Buy Now" PayPal button.

SPECIAL NOTE: If you delay or never sign the contract in person at Poe's Gym, but have started payments through PayPal and are working out at the gym, we are under the assumption that you have read the contract in full and understand that your commencement of payment for one year or any other special time frame on PayPal consummates our one year agreement and binds you to the informed consent and liability form.

## **VI. BILLING, TERMINATION, AND SPECIAL TERMS OF THE CS50 MEMBERSHIP**

You are billed and obligated for one year in duration of \$45.00 per month, plus a PayPal transaction charge of \$1.65 equaling a \$46.65 total payment to Poe's Gym Metallic Powerlifting and Strength per month.

SPECIAL CIRCUMSTANCES AND TIMES FRAMES: You are billed and obligated for \_\_\_\_\_ in duration of \_\_\_\_\_ per month plus a \_\_\_\_\_ PayPal transaction charge equaling a \_\_\_\_\_ total payment to Poe's Gym Metallic Powerlifting and Strength per month.

There is no termination of this contract before the (1) year obligation ends for the member.

You may ask Poe's Gym Metallic Powerlifting and Strength to consider special circumstances. *At no time is Poe's Gym Metallica Powerlifting and Strength obligated to consider any special circumstances for termination.*

If you move out of town or lose your job, you are still obligated to pay based on the agreed contract.

All membership and guest pricing are subject to change at anytime, except during an active contract for a current individual member.

## **VII. Primary Payer With Regard To Bringing Training Partners and Guests and Key Sharing/Duplication**

Training Partners and guests are charged a \$15.00 guest fee per session. Training partners and guests may not come without you.

*You may not share or duplicate your key to the gym.*

## **VIII. OTHER IMPORTANT TOPICS**

You must follow our simple rules that are subject to change at anytime.

Our goal is to keep the gym clean and the equipment from being destroyed by use. If you break any of these rules, Poe's Gym Metallic Powerlifting and Strength reserves the right to terminate your membership.

BE IT KNOWN: *WE ESPECIALLY WANT TO PRESERVE OUR DUMBBELLS, PLATFORMS, AND THE MAIN FLOOR.*

## **IX. STOPPING PAYMENT AND POE'S GYM'S THIRD PARTY COLLECTIONS AND MEMBERSHIP ADMINISTRATOR AND LEGAL PERSONNEL**

We have partnered with a Third Party Administering and Collecting Agency for gym memberships and delinquencies as well as a legal partner. ***You are required to give us a copy or enable us to take a picture of your driver's license.***

If you decide to stop your payment on PayPal or any other forms of payment, the following steps will be taken to collect on your debt.

1. Through legal personnel, we will have a warrant served to you for an appearance in general sessions court in the city of

Nashville, Tennessee or applicable state or area to collect your delinquent funds (normally at your place of work or home).

2. Through legal personnel, if a judgment is ruled against you, we will execute collection.

3. If the execution of a collection is not successful, we will immediately turn over collections to a our third party administering and collecting agency which traditionally has an effect on your credit score if you decide not to remit payment.

NOTE: If you are the primary paying member of any membership (or special circumstances memberships) and you are sharing the payment with a friend or training partner, and your friend or training partner decides to stop payment to you or other situations arise where payment from your training partner or friend keeps you from collecting his or her portion of the \$89.00 membership, you, the primary paying member are still responsible for paying Poe's Gym the entire \$89.00 membership fee per month.

Poe's Gym holds no responsibility nor care on any deals that you make with your friends or training partners to try to pay your monthly membership. You, the paying member, are responsible for any lost portion, not Poe's Gym. Your friend's or training partner's default of payment to you does NOT constitute or render you getting out of your year contract.

Any issues that arises between Poe's Gym and you as result of your friend or your training partner's default of payment to you will be addressed through and by Poe's Gym's Third Party Administrator (TPA).

SPECIAL NOTE:

You will be responsible for all attorney fees and ALL other costs associated with your termination of this agreement during all debt collection and legal processes and all phases of tracking you to begin the collection and or prosecution process from the beginning to the end of the process or processes.

**X. RULES OF THE GYM – YOU BREAK THEM – YOU ARE OUT! –YES WE ARE VERY SERIOUS ABOUT THESE RULES AND WE HAVE FUN WITH THESE RULES - SO, DON'T ACT LIKE A CRYBABY**

1. If it comes to our attention, you will be asked to leave the gym if you hate Metallic, Van Halen, ACDC, or Journey. Basically, you are breaking rule number 21 (see below).

2. Don't wear another gym's gear in our gym, unless it's of hardcore powerlifting origin.

3. If you break it, you buy it. (Strongmen, considered "notified" by us)

4. Return all equipment used in its proper place---in other words, put our stuff back where you got it.

5. VERY IMPORTANT: If you sweat anywhere in the gym, clean your sweat. We run a gym, not a mother's day out or wherever you are used to working out. No one wants to work in your sweat.

Breaking this rule will be grounds for terminating your membership. Ask for the applicable cleaning supplies if you cannot find them. If you sweat more than normal, we suggest you bring a towel so that you can wipe things as you sweat on them and not "gross others out" wanting to use the same area or equipment.

6. Don't drop our dumbbells. If you can truly handle a weight, you can rack the weight correctly. Ask someone to help you if you need help. We will teach you the correct grounding and racking techniques. If you want to get noticed, merely yell and scream (and this does not guarantee you will get noticed).

7. No member can use the 155-200 pound dumbbells without a special orientation. Using these weights without the correct teaching will be grounds for termination.

8. Do not drop metal weights on a barbell on the rubber floors. Use bumper plates or additional matting.

9. Do not slam the weights on the machines as you are repping---this causes cracking in the weight stacks---again, if you cannot control the weight, don't use it---if you want to get noticed, merely yell and scream.

10. Do not lean weights against the walls, sides of the platforms, or any of the machines ESPECIALLY the side of the red Forza bench.

11. Do not spit in the gym or onto other members.
12. Wipe your feet before entering the gym. If your shoes are dirty, take them off or use the hose outside, dry them, and then enter the gym.
13. If there are kids or ladies in the gym (high school or grade school)—do not curse and cover any of your obscene tattoos or any tattoos that have profanity in them.
14. Express all concerns and questions to Matt Poe, 615-668-8760.
15. Don't urinate on the toilet seat—lift the top--
16. The bathroom is on the right as you enter the gym. The women's toilet is on the left side as you enter the bathroom. The men's toilet and urinal is on the right side as you enter the bathroom. Guys don't use the women's toilet. (1) person allowed in the bathroom at a time.
17. Although we don't promote thievery, we suggest you keep an eye on your valuables. We do not reimburse for stolen goods.
18. Make a connection and instill confidence in someone else who needs help in the gym.
19. We offer an environment where people talk about lifting, get help from others, and ask for spots BUT UNSOLICITED COACHING IS NOT ACCEPTABLE > Do not coach anyone in the gym, UNLESS asked by someone for help. Otherwise, you become an annoying human being in our gym and place yourself in danger of EXPULSION and getting your teeth knocked out of your head by another member. If you want to be Mother Theresa, join the convent.
20. If one member comes to us and complains that you are an annoying human being, we reserve the right to kick you out and terminate your membership at our discretion, no questions, no ifs, ands, or buts---you are out. We are the judge and jury.
21. Don't be a freaking crybaby!!!

DEFINITION OF A CRYBABY (Basically, if you consider a full squat going half way down or less, you are an official crybaby in the weightroom and in life). We offer deprogramming of crybaby attribute counseling.

## **XI. SPECIAL RULES FOR THE CS45 MEMBERSHIP**

1. Clean all sweat marks before you leave the gym.
2. Dispose of any trash that you accumulate while working out by placing trash in the front of the gym garbage can.
3. Clean ALL chalk off floor, machines, and other before you leave the gym.
4. Keep bathroom clean at all times.
5. Return all equipment to its original position and leave no weights astray, unorganized, or unbalanced on the weight trees and racks.
6. Wipe down anything you touched before leaving the gym.
7. Make sure lights are turned off, doors are locked, fans off, AC in office is off, and chain is locked on the outside fence. Basically whatever is on, turn off, and whatever is unlocked, lock it back.
8. Clean up all food and supplement powders from any area or surface that was exposed to your use.
9. In the back office, turn lights off, MAKE SURE REFRIGERATOR DOOR IS CLOSED ALL THE WAY (if you used it), turn ac and fan off if you used it, and shut the door. Turn heat off if you use it in the office.
10. Last but not least, DO NOT OPEN THE GYM DOOR FOR ANYONE YOU DO NOT RECOGNIZE OR KNOW. TELL THEM TO CALL MATT POE AT 615-668-8760 FOR INSTRUCTIONS.

## **XII. HELPFUL AND FUN NOTES TO SURVIVE AT OUR GYM:**

1. Ask Matt Poe what "Create Separation" means.
2. If you use a trapbar with the handles up (assisted work), this gym is not the place for you (unless you are a true strongman which usually makes you a questionable powerlifter). If you want to learn the right way (non crybaby way) we will GLADLY teach you.
3. If you use straps to record a PR on the deadlift (assisted work), this gym is not the place for you (AGAIN, unless you are a true strongman which usually makes you a questionable powerlifter). If you want to learn the right way (non crybaby way) we will GLADLY teach you.
4. If you use straps with the handles up on a trapbar (most definitely assisted work), you are definitely a strongman, so don't cry if no one gives a crap how much weight your doing. If you want to learn the right way (non crybaby way) we will GLADLY teach you.
5. If you do not know the difference between a pushpress, a strongman press, and a push jerk, we will GLADLY teach you.
6. If you are in the habit of acting like a fool in the presence of a lady, this gym is not the place for you.
7. If you cannot separate emotions from business matters of the gym, this gym is not the place for you.
8. If you cannot accept a nickname and take your nickname personal from Poe's Gym Metallic Powerlifting and Strength, this gym is not the place for you.

## **XIII. MEMBER AND GUEST WAIVER & RELEASE FORM**

Because physical exercise can be strenuous and subject to risk, POE'S GYM METALLIC POWERLIFTING AND STRENGTH 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, or use any POE'S GYM METALLIC POWERLIFTING AND STRENGTH amenity on the premises or off premises at a sponsored club event, you do so entirely at your own risk.

This includes, without limitation, your use of the locker room, parking area, sidewalk area, or any equipment of the POE'S GYM METALLIC POWERLIFTING AND STRENGTH facility 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, damage or loss or theft of any personal property. You expressly agree to release and discharge POE'S GYM METALLIC POWERLIFTING AND STRENGTH, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action.

This waiver and release of liability includes, without limitation, all injuries to you which may occur as a result of (a) your use of any exercise equipment, products and POE'S GYM METALLIC POWERLIFTING AND STRENGTH amenities, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction or supervision, and (d) your slipping and/or falling while in POE'S GYM METALLIC POWERLIFTING AND STRENGTH, or on POE'S GYM METALLIC POWERLIFTING AND STRENGTH'S premises, including adjacent sidewalks and parking areas regardless of negligence. Your signature below acknowledges that you have carefully read this waiver and release and fully understand that it is a release of liability.

You agree to voluntarily give up any right that you may otherwise have to bring a legal action against POE'S GYM METALLIC POWERLIFTING AND STRENGTH for negligence, or any other personal injury or property damage or loss action.

## **XIV. Consummating This Agreement**

I understand my contract begins or began on \_\_\_\_\_, **2020**.

I understand my contract ends one year (or special time frame) from the above date which is \_\_\_\_\_, **2021**.

I understand that my payment each month (or special time frame) is \$46.65

I understand that when I hit the "BUY NOW BUTTON" for a membership that this hitting the "BUY NOW BUTTON" serves as my signature for this contract, that payment begins, that Poe's Gym assumes you have read and understood the contract, and that I understand my year obligation begins immediately after and on the date I hit the "BUY NOW BUTTON".

I understand and agree with the ENTIRE terms of this contract.

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(Signed Name)

(Benjamin Schaeffer)

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(Printed Name)

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(Drivers License Number)

(Phone Number)

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(Your Email)

(Your Parents' Number and Email)

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(BEST EMERGENCY CONTACT NAME AND NUMBER)