

INFORMED CONSENT AND RELEASE OF LIABILITY OF ALL SITUATIONS CONCERNING COVID-19

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.

This includes, 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 and release of liability 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, and (d) your slipping 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.

Your signature below acknowledges that you have carefully read this waiver and release and fully understand that it is a release of liability, again, and especially relative to RELEASE OF LIABILITY OF POE'S GYM AND ALL AFFILIATES OF POE'S GYM (INCLUDING THE LANDLORD) OF ANY SITUATION OF OR CONCERNING COVID-19.

Any failed legal action that may be taken against Poe's Gym relative to COVID-19 or other issues will require reimbursement of all of Poe's Gym's legal fees from you.

You also agree to follow the below rules and any and all other rules while a visitor and a member at Poe's Gym.

- 1. Spray down all equipment that you use or sweat upon after use (including anything your ass or hands may touch).**
- 2. Return equipment that you use to its original place.**
- 3. Don't slam machine plates or drop dumbbells.**
- 4. Mop all areas that you have worked and is required if you sweat or do not sweat in a particular area.**
- 5. No matter the prior condition before your use, if you break anything in Poe's Gym, you buy it.**
- 6. Return all disinfectant and hand sanitizer to the proper sanitation station.**
- 7. Bring your own water to drink and your own rag to use while disinfecting areas and equipment.**

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.

(Print)

_____/____/____
(Signature)

Email Print _____ Phone _____

IF APPLICABLE > Parent of Minor (If Person Is 21 or under)/Signature Date:

_____/____/____
(Print)

_____/____/____
(Signature)

Email Print _____ Phone _____

IF APPLICABLE > Minor (If Person Is 21 or under)/Signature Date:

_____/____/____
(Print)

_____/____/____
(Signature)

Email Print _____ Phone _____ Date of Birth _____

