

# **2020/2021 Poe's Gym Metallic Powerlifting and Strength** **CS119 "PAY AS YOU GO" CONTRACT**

## **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. RAP/Death Metal/Punk Rock/No Music With Profanity is not allowed in the gym as to be considerate of our neighbors and landlord.*

*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 limited and, at times, no supervision in the gym at any, given 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 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.

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

Currently, Poe's Gym's hours of operation are:

1. Monday through Friday as early as you desire to arrive to a closing time of 7:30pm.
2. Saturday as you desire to arrive to a closing time of 2:00pm.
3. Sundays are CLOSED all day with the gym being locked with a lock that members have no access. So, early morning workouts are not available on Sundays. The gym is COMPLETEY closed on Sundays.

Hours Of Operation Are Always Subject To Change due to holidays, repair work on the gym, COVID-19, etc. Normally, Poe's Gym will announce special holiday hours of operation.

## **II. 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 and your days at Poe's gym will come to an immediate end.

## **III. 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 who we contract to, at minimum, randomly check the security footage of our gym.

Poe's Gym reserves the right to remind you when you are acting like a dumbass at our gym. When you sign this contract, you agree to this statement.

#### **IV. BILLING, TERMINATION, AND SPECIAL TERMS OF THE CS119 MEMBERSHIP**

**SPECIAL CIRCUMSTANCES AND AGREED UPON TIMES FRAMES:** You are billed and obligated for (1) month in duration of \$119.00 per one month plus a PayPal transaction charge of \$3.86 equaling a \$122.86 total payment to Poe's Gym Metallic Powerlifting and Strength per one month.

**CASH Payments In Advance:** You have paid ( ) months in advance totaling (\$\_\_\_\_)( ) = \$\_\_\_\_ LEAVING a balance of \$\_\_\_\_ to be paid in another cash advance of \_\_\_\_\_ OR to continue month to month in cash or online with the (\_\_\_\_) payment out of (\_\_\_\_) to commence on \_\_\_\_\_, 2020 with the last payment being on \_\_\_\_\_. The last day of gym use is \_\_\_\_\_.

***There is no termination of this contract before any special circumstances or agreed upon time frames. "No termination" also includes all of Poe's Gym's Primary Memberships, The Nation's Memberships, Female Memberships, Couples/Training Partner Memberships, and Pay As You Go Memberships.***

***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 any time, except, during an active contract for a current individual member.

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.

#### **V. Trainers/Coaches, Guests, and Key Sharing/Duplication**

General Rule: There is a \$15.00 guest fee per training session per guest.

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

You are not permitted to bring your own trainer/coach to Poe's Gym at any time under any circumstance. Your membership will be immediately terminated if this rule is broken by you.

Members who are trainers/coaches are not permitted to solicit other members for training/coaching or train clients at Poe's Gym at any time under any circumstance. Your membership will be immediately terminated if this rule is broken by you.

**Poe's Gym reserves all training and coaching done at Poe's Gym to be the sole right only of Poe's Gym's General Manager.**

#### **VI. OTHER IMPORTANT TOPICS**

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

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.**

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

**GOLDEN RULE: DO NOT CANCEL YOUR CARD ON PAYPAL TO STOP YOUR MEMBERSHIP. WORK WITH POE'S GYM TO OFFICIALLY SETTLE YOUR ACCOUNT.**

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 have a problem, come to Poe's Gym first. The easiest thing to do is to discuss your situation with Poe's Gym. Although Poe's Gym is not required to terminate your membership without paying your debt, most of the time, the TPA will work an acceptable exit for you.

**AGAIN: DO NOT VOLUNTARILY STOP PAYMENTS TO THE GYM THROUGH PAYPAL OR ANY OTHER MEANS OF CANCELTION.** Once you voluntarily and without notice to us to stop your payments, even if we are in discussions to help you exit your contract, all discussions become moot and void and the TPA process takes place.

If you decide to stop your payment on PayPal or any other forms of payment, IMMEDIATELY, the following steps will be taken to collect on your debt. Our TPA will receive an immediate, automatic notice from PayPal and a collection letter will be sent to you ASAP, regardless of the current negotiation or other discussions.

**If you decide not to settle payment with us, you are immediately considered delinquent on your debt and the following steps will be executed by our TPA:**

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, applicable state, or area to collect your delinquent funds (normally at your place of work or home). These warrants become active and can be executed in any state.
2. Through legal personnel, if a judgment is ruled against you in general sessions court, we will execute collection.
3. If the execution of a collection is not successful, we will immediately turn over collections to a 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 A "COUPLE'S" membership (or special circumstances memberships) and you are sharing the payment with your partner, and your partner decides to stop payment to you or other situations arise where payment from your partner keeps you from collecting his or her portion of the "COUPLE'S" membership, you, the primary paying member are still responsible for paying Poe's Gym the entire "COUPLE'S" membership fee per month.

Poe's Gym holds no responsibility nor care on any deals that you make with your partner to try to pay your monthly membership. You, the paying member, are responsible for any lost portion, not Poe's Gym. Your 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 ABOUT ACCUMULATED LEGAL FEES:**

*You will be responsible for all attorney fees and ALL other costs associated with your termination of this agreement during all debt collection, 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.*

**VIII. 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-IF YOU CANNOT SEE HUMOR IN SOME OF THESE RULES, YOU SHHOULD PROBABLY CONSIDER ANOTHER GYM**

- Members must realize, that new rules, after the signing of this contract, may evolve as result of new scenarios needed to keep order in the gym, protect members and equipment at the gym, to deliver new policies and or procedures at the gym, etc.
- Members are and will be subject to all new rules, procedures, and policies.
- There are no exceptions, no matter the original date of signing this contract.
- Members may not terminate their contract as result of the evolution of new rules, policies, and procedures.

1. If it comes to our attention, you will be asked to leave the gym if you hate Metallica, 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 especially during COVID-19 TIMES. 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 by others).

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 or 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 within them.

14. Express all concerns and questions to Matt Poe, 615-668-8760.

15. Don’t piss on the toilet seat—lift the top—Don’t worry, it’s not your fault--Poe’s Gym reserves the right to call your parents if you are a slob in the bathroom—we will let them know what assholes they are to have raised a dirtbag like yourself.

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.

SEPCIAL NOTE: If you are a trainer or a coach, there is absolutely NO SOLICIATATION OR DISCUSSIONS OF YOUR SERVICES ALLOWED TO OUR MEMBERS INSIDE OR OUTSIDE OF THE GYM. Our general manager reserves all rights to our members. You will be kicked out of this gym if you try to get new clients in this gym. PERIOD.

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.

## **IX. SPECIAL RULES FOR ALL MEMBERSHIPS**

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.

## **X. 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 you're doing.
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 (IF YOU GET ONE) and take your nickname personal from Poe's Gym Metallic Powerlifting and Strength, this gym is not the place for you.

## **XI. GYM PROCESSES IN THE COVID-19 ENVIRONMENT**

### **A. BEFORE ENTERING THE GYM**

1. All members must sign a New Liability Release and Rules Understanding and COVID-19 form BEFORE any workouts may take commencement. Print and sign from Google docs OR Poe's will supply a form at the door. This form will be updated from time to time and may require a resigning.

2. Hands will be sanitized.

3. Then, temperatures will be taken.

NOTE: *If you have over a 100.4 temperature*, you will be immediately sent home (no exceptions). Do not come to the gym if you are feeling ANY KIND of sickness.

## **B. GYM TIMES AND CAPACITY LIMIT-YOU MAY TEXT OR CALL MATT AT 615-668-8760 FOR CAPACITY CHECK BEFORE YOU ARRIVE AT THE GYM**

1. We will allow no more than 10 people in the gym at any given time DURING ANY REOPENING PHASE. We will increase capacity as we get better adjusted to new rules and processes.

2. Gym hours are: Monday through Friday-Early morning to 7:30pm, Saturdays – Early morning to 2pm, Sunday - Closed

3. You may workout for **one hour and fifteen minutes** to facilitate fairness and flow. All workouts must end by or at specific day closing times.

## **C. SOCIAL DISTANCING, MASK POLICY, AND DISINFECTING**

1. HAVE A MASK ON YOUR PERSON AT ALL TIMES.

2. NO NEED TO WEAR A MASK when you are exercising alone, with your partners, or resting between sets.

3. WEAR A MASK, when you are within 6 feet of others WHO ARE NOT your partners, walking around the gym, entering or leaving the gym, and in the back office.

4. You must disinfect any piece of equipment and anything you touch (includes chairs) that you are going to use BEFORE and AFTER your use.

5. After working out in any area that you exercise, sweat, or other, you must MOP that particular area.

## **D. WHAT POE'S GYM WILL SUPPLY AND WHAT YOU WILL NEED TO SUPPLY**

1. **Poe's Gym will supply:** disinfectant, toilet paper (if you prefer to use ours), hand sanitizer (if you prefer to use ours), and mops.

2. **You will need to bring to every workout:** a cloth, wipe, or rag to clean equipment and all other things you come in contact (including anything your ass touches i.e. chairs...,etc....) water and other beverages of need.

3. Do not place any personal items on the SANITATION TABLE. Yes, this includes drinks, chalk, or used wipes or rags.

## **E. COVID-19 DECLARATIONS, EXPOSURE TO COVID-19, TRAVEL, ACTIVITY, AND TESTING**

To your best knowledge, you agree that you have not been in contact with any person that has COVID-19, exposed to any person has been exposed to ANYONE who has COVID-19, and personally do not have COVID-19 at the moment. **You agree to execute all your activity at your own risk at the 6100 Centennial Blvd., Nashville, Tennessee, Premises.**

You agree that **BEFORE YOU ENGAGE IN ANY ACTIVITY (AT ANY AND EVERY TIME) , DURING YOUR USE OR VISIT (AT ANY TIME AND EVERY TIME) AND BEFORE YOUR USE OR VSISIT (AT ANY TIME AND EVERY TIME) THAT YOU ENTER THE GYM FACILITY AT** the 6100 Centennial Blvd., Nashville, Tennessee, Premises at Poe's Gym that **YOU HAVE NO SYMPTOMS of COVID-19 listed below:**

1. FEVER (ANY TEMPERATURE OVER OR AT 100.4)

2. COUGH AND SNEEZING

3. SHORTNESS OF BREATH OR UNUSUAL TROUBLE BREATHING

4. TIREDNESS, ACHES, RUNNY NOSE, AND SORE THROAT

OR

You have not been experiencing ANY OTHER viruses OR SICKNESSES that can be spread in Poe's Gym such as the flu, a cold, body aches, runny nose, fever of any temperature, headaches, or any other feelings that are not normal to a healthy human being and opposite of your normal, healthy feelings.

You agree **DURING ANY ACTIVITY** on the 6100 Centennial Blvd., Nashville, Tennessee, Premises that you feel sickly and feel any of the symptoms of above, that you will immediately stop and leave premises.

You agree that **AFTER ANY ACTIVITY** at the 6100 Centennial Blvd., Nashville, Tennessee, Premises, if you start to feel sickly and feel of any of the symptoms of above, you must contact Matt Poe at 615-668-8760.

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## **COVID-19 DECLARATIONS, EXPOSURE TO COVID-19, TESTING, AND SPECIAL NOTES AND REALIZATIONS**

**All Negative Test Results Must Be Supplied To Poe's Gym In All The Below Scenarios Before Re-Entry To Poe's Gym**

**SPECIAL NOTE: ALL COVID-19 DECLARATIONS AND POLICIES ARE SUBJECT TO CHANGE AT ANY TIME AS THE EVOLUTION OF SCENARIOS MAY REQUIRE NEW PARAMETERS TO ENSURE THE PRESERVATION OF THE HELATHINESS OF POE'S GYM AND SOLIDIFY PROTECTION OF ALL MEMBERS**

### **1. You Test Positive For COVID-19 And Expose Other Gym Members**

- *You must immediately notify Poe's Gym of testing positive or of exposure.*
- *You are automatically required to stay out of the gym for (14) days from the date of testing positive.*
- *Poe's Gym requires a negative test result report to re-enter the gym.*
- *After your date of testing negative, you must also be fever and symptom free for (7) consecutive days (which may fall within the 14 days or fall after the 14 days) before entering the gym as to account for possible, false test results.*
  - **Exposed Gym Members**
    - *Poe's Gym will notify you of the exposure date.*
    - *You are automatically required to stay out of the gym for (14) days from the date of exposure.*
    - ***If you remain symptom free*** for all (14) days, then you may return to the gym *without a negative test result report.*
    - ***If you experience symptoms*** within the (14) days, you then must obtain a test.
    - ***If your test results are positive***, you are automatically required to stay out of the gym for (14) days from the date of testing positive. *You must immediately notify Poe's Gym.*
      - *After your date of testing negative, you must also be fever and symptom free for (7) consecutive days (which may fall within the 14 days or fall after the 14 days) as to account for possible, false test results.*
    - ***If your test results are negative***, you may not enter the gym until you are fever and symptom free for (7) consecutive days after your negative test.
    - *Poe's Gym requires a negative test result report to re-enter the gym.*

### **2. You Merely Test Positive For COVID-19, Do Not Expose Any Of Our Gym Members, Or Are Exposed To Another Person (Including Your Significant Other) Who Has Tested Positive For COVID-19.**

- *You must immediately notify Poe's Gym.*

- You are automatically required to stay out of the gym for (14) days from the date of testing positive.
- Poe's Gym requires a negative test result report to re-enter the gym.
- After the date of testing negative, you must also be fever and symptom free for (7) consecutive days (which may fall within the 14 days or fall after the 14 days) before entering the gym as to account for possible, false test results.
- ***If your significant other test positive and you test positive or negative:***
  - *You must immediately notify Poe's Gym.*
  - You are automatically required to stay out of the gym for (14) days from the date of your significant other's testing positive.
  - ***If you experience symptoms*** within the (14) days, you then must obtain a test.
  - ***If your test results are positive***, you are automatically required to stay out of the gym for (14) days from the date of testing positive. *You must immediately notify Poe's Gym.*
  - ***Once your significant other and you have both tested negative, from the date of the most recent negative test between you***, you both must also be fever and symptom free for (7) consecutive days from the most recent negative test (which may fall within the 14 days or fall after the 14 days of your or your spouse's positive test date) as to account for possible, false test results.
  - ***If you or your significant other remains testing positive, the above processes will be repeated from all applicable dates and required by Poe's Gym.***
  - Poe's Gym requires a negative test result report to re-enter the gym.

### 3. Special Notes and Realizations

- ***SPECIAL NOTE: BE IT KNOWN THAT Poe's Gym will NOT REFUND, NOT CREDIT, OR ALLOW CANCELLATION OF YOUR CONTRACT during any downtime as result of your contraction of COVID-19 or any other dysfunction, sickness, disease, or injury.***
- ***SPECIAL NOTE: BE IT KNOWN THAT, although Poe's Gym will make best and equitable efforts to accommodate all members, if possible, during a local or national shutdown due to COVID-19, Poe's Gym is under no obligation to REFUND, to CREDIT, OR to ALLOW CANCELLATION OF YOUR CONTRACT, again, as result of a local or national shutdown due to COVID-19.***
- ***Realize Poe's Gym is taking a RISK of being infected by you. Reciprocally, you are taking a RISK coming to Poe's Gym and being infected in the facility.***
- ***Realize you join Poe's Gym at your own financial and healthcare risk. Reciprocally, Poe's Gym is taking a financial and healthcare risk by letting you join the gym. If you infect Poe's Gym, we will have to seize operations. You, on the other hand, go home a quarantine and continue to work from home, in most cases.***
- ***IF YOU GO OUT OF TOWN AS AN ACTIVE MEMBER***, you must wait (5) days after the date of your return to Nashville to enter the gym as to insure a healthy, negative COVID-19 state of well-being. You must notify the gym of your departure date to your destination and your return date to Nashville.

### 4. Self-Diagnosing

- Poe's Gym will require individuals, significant others, and spouses to receive a negative test result for COVID-19 after any sickness, dysfunction, and or any other condition which is not of "normal health" to insure not spreading COVID-19 in the gym and to make sure your "abnormal health" was not COVID-19.
- Unfortunately, self-diagnosing, of being "better", and not initially testing for COVID-19, leaves a margin of error that could result in bringing, inadvertently, unknown, COVID-19 into the gym, no matter your required or personal quarantine period.
- If you test positive, you must immediately notify Poe's Gym, then, existing rules and processes shall apply.
- You will need a negative test result to reenter the gym.

### 5. Evolution Of Gym Rules Relevant To COVID-19

- Members must realize, that new rules, policies, and procedures, after the signing of this contract, similar to the declarations in Section XIII of this contract, may evolve as result of new COVID-19, detrimental scenarios that could threaten the healthcare of the gym and federal, state, and city mandates, laws, and ordinances.
- Members are and will be subject to all new rules, policies, and procedures and there are no exceptions.



- Members may not terminate their contract as result of the evolution of new rules, policies, and procedures to protect the gym family.

## 6. Underlying Conditions

- **Our first responsibility is keeping our existing members healthy.**
- **Having an underlying condition, having a possibility of not knowing you have COVID-19, and not having to wear a mask within our normal mask rules, still places our members in chance of contracting COVID-19 from you, if you are working out among them. We have to be very careful for the good of all.**
- We do accommodate underlying conditions that a mask may affect or exacerbate.
- *Please present a doctor's letter to affirm your underlying condition. In all cases, Poe's Gym reserves the right to validate your underlying condition with your doctor/provider/practitioner.*
- *If our existing mask policies present a danger to you and you cannot follow these policies, we have a special time from **5:30am to 6:30am every day except Sundays (gym closed on Sundays)** that you may exercise in the gym with no mask at any time, BUT, you social distancing still remains imperative by keeping a 6 foot or more distance from all other members that have no underlying conditions and who may be in the gym at this time.*
- *The 5:30am to 6:30am time is subject to change at any time. Please ask Poe's Gym for current times before you sign this contract.*
- Being such a small gym, with existing, limited COVID hours to open the gym and with 100% of our members using their memberships, **5:30am to 6:30am** is our only time of accommodation for members with underlying conditions.

## 7. False Positive Test Results, Then Immediate Negative Test Results

- If you experience a false positive result from one test and have no fever or other symptoms, and then receive an immediate, negative test result from a second test and have no fever or other symptoms, you must remain out of the gym for (14) days after the date of your positive test result, and, within those (14) days, you must remain fever and symptom free. Negative test results will be required by Poe's Gym.

## 8. Vaccines And Mask Requirements

- If you receive a COVID-19 vaccination, all mask rules, social distancing rules, and COVID-19 declarations still apply at Poe's Gym.

## 9. Prepubescents, Adolescents, and Under 18

- *You must immediately notify Poe's Gym of your child testing positive or being exposed to someone who tested positive for COVID-19.*
- *Your child is automatically required to stay out of the gym for (14) days after the date of testing positive and must have a negative test result to re-enter the gym.*
- *After receiving a negative test result, your child must also be fever and symptom free for (7) consecutive days (which may fall within the 14 days or fall after the 14 days) before entering the gym as to account for possible, false test results.*
- *Poe's Gym prefers a negative test result after the (14) days with your child being symptom free and with no fever for your child to re-enter the gym and applying the (7) day rule.*
- *We also understand, that re-testing a child who has no symptoms, after several days post positive testing for COVID-19, may not be suggested by medical professionals. Hence, you cannot show Poe's Gym a negative test result.*
- *If after (14) days your child is symptom free with no fever and cannot get retested to prove negativity, Poe's Gym requires your child:*
  - *Sit out of the gym for another (7) days;*
  - *Must be symptom free with no fever during those additional (7) days;*
  - *And the parent /guardian who comes with your child and who has been exposed to your child must present to Poe's Gym their own, personal, negative test result.*
- *Why? Because if your child cannot be re-tested, your negative test result gives us assurance that there is a likelihood of your child not spreading the COVID-19 virus in the gym.*

## **10. Ongoing Positive Test After Feeling Fever Free and Feeling No Other Symptoms**

- *You must immediately notify Poe's Gym of testing positive or of exposure.*
- *You are automatically required to stay out of the gym for (14) days from the date of testing positive.*
- *Poe's Gym requires a negative test result report to re-enter the gym.*
- *After your date of testing negative, you must also be fever and symptom free for (7) consecutive days (which may fall within the 14 days or fall after the 14 days) before entering the gym as to account for possible, false test results.*
  
- **If you:**
  - *Feel better with no fever and no other symptoms after 14 days of receiving your positive test result;*
  - *Have gone to re-test;*
  - *And receive a positive result;*

\*\*\*Please contact Poe's Gym. Poe's Gym will consider personal, re-entry parameters on a case by case basis.\*\*\*

## **11. You Had COVID-19 And Want To Join Poe's Gym**

If you have tested positive within 30 days of joining Poe's Gym, you must be fever and symptom free for at least (14) days upon signing up for a membership, must supply Poe's Gym with negative test results, and have proof of the date of testing positive. If you never received negative test results and are fever and symptom free, Poe's Gym will consider personal, entry parameters on a case by case basis.

## **XII. INFORMED CONSENT AND RELEASE OF LIABILITY OF ALL SITUATIONS INCLUDING COVID-19, PAYMENT CONSENT, AND ENTIRE DOCUMENT SIGNATURE PAGE**

You voluntarily are using/visiting 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 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.

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.

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As a member/guests/visitor of Poe's Gym, I have read and understand the above statements of this entire document (PAGES 1-5). I understand that caring about others in the gym and realizing the gym can only be open "without infection" will aid in the preservation and the health of our family, and, your ability to have a place to practice exercise. I understand that Poe's Gym has the right to ask you to leave the premises if the rules of this document are in violation.

Your printed name serves a signature below to acknowledge that you have carefully read and understand all (PAGES 1-5) of this document's material, declarations, and the informed consent and release of liability statement AND fully understand that the release of liability, 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 is of utmost agreement.

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, all incurred expenses upon Poe's Gym, all revenues lost of Poe's Gym, and cost of time lost of Poe's Gym.

Your printed name serves a signature below to consummate this entire agreement AND all waiver covenants. If applicable, and, you have a child under 18 years of age being coached at Poe's Gym, *your signature* represents your child's understanding and your explanation to your child of the declarations and waiver of this document. You must also print your child's name meaning you are representing your child.

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**Again, you understand and agree that ALL COVID-19 DECLARATIONS AND POLICIES ARE SUBJECT TO CHANGE AT ANY TIME AS THE EVOLUTION OF SCENARIOS MAY REQUIRE NEW PARAMETERS TO ENSURE THE PRESERVATION OF THE HELATHINESS OF POE'S GYM AND SOLIDIFY PROTECTION OF ALL MEMBERS.**

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I understand my contract begins or began on \_\_\_\_\_, **2021**. This space will be auto filled after the "Buy Now" button is clicked by you.

I understand my contract ends in 12 months and the last payment (or special time frame) from the above date which is \_\_\_\_\_ **2022**. This space will be auto filled after the "Buy Now" button is clicked by you.

***My last day in the gym is*** \_\_\_\_\_ **2022**. This space will be auto filled after the "Buy Now" button is clicked by you.

I understand that my payment each month (or special time frame) is \$122.86.

I understand that when I hit the "BUY NOW BUTTON" for a membership that this hitting the "BUY NOW BUTTON" serves as my signature through print 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 HAVE READ, COMPREHENDED, AGREED TO, AND FULLY UNDERSTAND IN THE ENTIRETY OF ALL MATERIAL WITHIN THE **INFORMED CONSENT AND RELEASE OF LIABILITY FORM, AND ESPECIALLY THE COVID-19 DECLARATION AND REQUIREMENTS**. MY SIGNATURE SERVES AS A CONSUMMATION OF THIS AGREEMENT BETWEEN POE'S GYM AND ME.

I 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.

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(Printed Name Of New Member Automatically Through Hitting The Buy Now Button)

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(Printed Name Of New Member Automatically Through Hitting The Buy Now Button)

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(BEST EMERGENCY CONTACT NAME AND NUMBER)

**If applicable, and, you have a child under 18 years of age being coached at Poe's Gym, print below his or her name and sign your name as the child's legal guardian.**

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**(PRINT YOUR CHILD'S NAME)**

**(Date)**

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**(SIGNATURE OF CHILD'S LEGAL GUARDIAN)**

**(Date)**