

Mike Munds Gym Liability Waiver

Express assumption of risk

I understand that any recreational activities and exercise programs that I undertake may expose me to the risk of personal injury. These risks include but are limited to: falls which can result in serious injury or death, injury or death due to negligence on the part of myself, my training partner, or the other people around me, injury or death due to improper use or failure of equipment. I am aware that any of these above mentioned risks may result in serious injury or death to myself and or my partner(s). I agree that it is solely my responsibility and not the responsibility of Mike Munds to require me to consult with a physician prior to commencing any such programs, to remain under medical supervision if that is indicated, and to seek medical assistance in the event of an injury. I recognize that the use of the exercise equipment that Mike Munds provide entail some risk of an injury to myself and to others and I agree that I will use such equipment with due care. I hereby release Mike Munds and its owner, officers, employees, agents, consultants, independent contractors and affiliates from any liability from property damage, personal injuries or other claims arising from or in connection with my participation in any exercise program in or around the Mike Munds facility. I understand Mike Munds and his staff are not responsible for my personal property left on, or stolen from, our premises or parking area.

Membership

I understand and agree that all membership cancellations must be made in writing 21 days prior to the end of the month. No refunds will be made after the 1st of the month billing cycle. Notice must be sent to mikemunds1@yahoo.co.uk for monthly membership renewal to be cancelled. Yearly membership is handled by Harlands Group and all inquiries must be addressed to: c.services@harlandsgroup.co.uk There are no refunds after payments is made.

Each year the memberships will automatically be increased by 3% in accordance with the increase in property and business rates.

Abuse of Mike Munds facility, equipment or fixtures, fighting, threatening or disrespectful behaviour, towards our staff or members are grounds for immediate membership suspension and/or termination. Termination with/without cause Mike Munds may at his option terminate member's membership if 1. Member fails to make timely payments under any payment plan, 2. Member fails to follow the Mike Munds Gym rules and regulations of this Agreement, or 3. Members conduct improper or harmful behaviours which conflict to the best interests of Mike Munds, its staff and its members. I understand that I won't let anyone into Mike Munds Gym facility whether they have the correct door code or not. If you damage or see damage on any of Mike Munds Gym's equipment you will report this straight away to the owner.

Training on your own is dangerous, you, therefore, train at your own risk whether Mike Munds Gym is staffed or not.

Damage/Theft

Limited parking is available in the lane outside Mike Munds Gym only during the duration of your workout and Mike Munds is not responsible for theft or damage to personal property or any other injury while parked outside the facility. Please park with consideration and don't block the lane at any time.

Mike Munds and his staff are not responsible for personal property left on, or stolen from, the premises or parking in the lane outside Mike Munds Gym.

Release

In Consideration of the above mentioned risks and hazards and in consideration of the fact that I am willing and voluntarily participating in the activities available at Mike Munds Gym, the undersigned hereby release Mike Munds, his agents, employees and volunteers from any and all liability, claims, demands, actions or rights of actions, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

If I am signing on behalf of a minor child, I also give full permission for any person connected with

Mike Munds Gym to administer first aid deemed necessary, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to a medical facility deemed necessary for the well-being of the child.

Indemnification

The participant recognise that there is risk involved in the types of activities offered by Mike Munds Gym. There-fore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur solicitors fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless Mike Munds Gym, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by Mike Munds Gym. I have read and understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or international act or omission. I understand that by signing this form I am waiving valuable legal rights.

Prior to using the gym you must confirm that:

You have not been diagnosed with or cared for someone who has tested positive for Covid-19 in the last two weeks.

You have not shown symptoms of covid-19 or have come into close contact with anyone exhibiting these symptoms in the last 2 weeks

You have not travelled outside of your immediate daily routine in the last 2 weeks.

You do not have a cough, fever, shortness of breath or loss of taste or smell.

If you show signs of Covid-19 symptoms within the next two weeks you will contact Mike Munds to tell him.

You will follow the gym rules to keep yourself and all the other gym members and staff safe.

By clicking below, You, the participant, accepts and agrees to all terms and provisions contained in this agreement.