BRU BARBELL LLC

RELEASE & WAIVER OF LIABILITY AND ASSUMPTION OF RISK

24/7 Strength Training · 35 Prospect Street, Somerville, MA 02143

PLEASE READ CAREFULLY — THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE.

This Release and Waiver of Liability and Assumption of Risk ("Release") is a separate, standalone agreement between the individual who accepts it ("Member") and **Bru Barbell LLC**, a Massachusetts limited liability company located at 35 Prospect Street, Somerville, MA 02143 ("Bru Barbell" or the "Gym"). This Release is independent of, and is not part of, the Bru Barbell Membership Agreement. By accepting this Release, the Member agrees to the following.

1. Eligibility

Facility access is limited to adults eighteen (18) years of age or older. By accepting this Release, the Member represents that they are at least 18 years old.

2. Assumption of Inherent Risk

The Member understands that strength training, weightlifting, powerlifting, and the use of a fitness facility involve inherent risks that cannot be eliminated regardless of the care taken. These risks include, but are not limited to:

- lifting, lowering, dropping, or losing control of barbells, dumbbells, plates, and other free weights;
- equipment failure, malfunction, or improper use;
- slips, trips, falls, and collisions with equipment or other people;
- muscle, tendon, ligament, and joint strains, sprains, and tears; fractures; and overexertion;
- cardiovascular events, heat illness, dehydration, or fainting; and
- in rare cases, serious injury, permanent disability, or death.

The Member knowingly and voluntarily assumes all such risks, whether known or unknown, arising from their participation and presence at the Gym.

3. 24/7 Unstaffed Facility

The Member understands that the Gym provides 24-hour access and may be unstaffed at any hour. During unstaffed periods, there may be no employee, trainer, spotter, or medically trained person present on the premises.

The Member accepts the risks of exercising alone and without a spotter, agrees to train within their own ability and experience, and agrees to use sound judgment. An automated external defibrillator (AED) is located on the premises; in any emergency, the Member should call 911 first.

4. Representation of Physical Condition

The Member represents that they are physically able to participate in strength training and have no medical condition that would make participation unsafe, or that they have consulted a physician and been cleared to participate. The Gym does not provide medical screening or clearance, and the Member does not rely on the Gym for any assessment of their health or fitness to participate.

5. Release and Waiver of Liability

In consideration of being permitted to use the Gym's facilities, equipment, and services, the Member, on behalf of themselves and their heirs, family, estate, and personal representatives, hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES** Bru Barbell LLC and its owners, members, managers, employees, independent contractors, agents, and affiliates (collectively, the "Released Parties") from any and all claims, demands, liabilities, or causes of action for personal injury, death, or property damage arising out of or related to the Member's use of the facilities, equipment, or services or the Member's presence at the Gym, **INCLUDING CLAIMS BASED ON THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES**, to the fullest extent permitted by the laws of the Commonwealth of Massachusetts.

Exclusions. This Release has the following limits, which the Member should read carefully:

This Release does NOT apply to, and the Member does not waive any claim arising from, the gross negligence, recklessness, or willful or wanton misconduct of the Released Parties, nor to any liability that may not lawfully be released or limited under Massachusetts law or public policy.

6. Indemnification

To the fullest extent permitted by law, the Member agrees to indemnify and hold harmless the Released Parties from claims, damages, or expenses brought by the Member, or by any guest the Member brings, arising out of the Member's use of the facility or the Member's violation of the Gym's rules — except to the extent such claims are caused by the gross negligence, recklessness, or willful or wanton misconduct of the Released Parties.

7. Rules & Safe Use

The Member agrees to follow all posted rules and equipment instructions; to inspect equipment before use and use it only as intended and within their ability; to warm up appropriately; to re-rack and return weights and equipment after use; and to promptly report any damaged equipment or unsafe condition to the Gym.

8. Guests

The Member is responsible for the conduct of any guest they bring to the Gym. Each guest must complete this Release and pay any applicable day-pass fee before using the facility.

9. Media Consent (Optional)

The Member consents to the Gym's use of photographs and video recordings taken at the facility in which the Member may appear, for the Gym's marketing and social-media purposes, without compensation. The Member may withdraw this consent at any time by written notice to the Gym, and such withdrawal will apply to future use. This Section 9 is independent of the rest of this Release, and declining it does not affect the Member's membership or the validity of the remaining provisions.

10. General Provisions

Governing Law. This Release is governed by the laws of the Commonwealth of Massachusetts.

Severability and Reformation. If any provision of this Release is held unenforceable, the remaining provisions remain in full force and effect. If any release or limitation of liability is held to be broader than permitted by law, it will be enforced to the maximum extent the law allows — so that, for example, the release of *ordinary negligence* remains effective for all claims that may lawfully be released even if another portion is limited.

Entire Agreement. This Release, together with the Membership Agreement, reflects the entire understanding between the parties regarding its subject matter. Any change must be in writing.

11. Acknowledgment

By accepting this Release electronically or in writing at enrollment, the Member acknowledges that they have read and understood it; that they are voluntarily giving up substantial legal rights, including the right to sue the Released Parties for ordinary negligence; that they have had the opportunity to ask questions; and that they accept these terms freely. The date and method of acceptance recorded by the Gym's membership system constitute the Member's acceptance of this Release.