

Westco Barbell, LLC dba Stronghold Gym

5910 Garners Ferry Road
Columbia, SC, 29209
(803) 667-9060

Club # 4532 Agreement #: _____

Barcode: _____

Date: _____

Agreement Type: _____

NEW RENEWAL REWRITE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The agency that administers compliance with the law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

First Name _____ Last _____ Middle Initial _____

Present Address _____ City _____ State _____ Zip _____

Primary Phone Number _____ Work Phone _____ Birthdate _____

In Case of Emergency, Call (Name) _____ Emergency Phone _____

Drivers License # _____ Employer _____

Source _____ Cell Phone _____ E-Mail Address _____

Membership Privileges, Notices, Disclosures & Agreements

MEMBERSHIP TYPE:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate		FINANCE CHARGE The dollar amount the credit will cost you	
\$ _____ N/A		\$ _____ N/A	
AMOUNT FINANCED The amount of credit provided to you or on your behalf	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of	
\$ _____	\$ _____	\$ _____	
You have agreed to: (check one) <input type="checkbox"/> Pay Westco Barbell, LLC dba Stronghold Gym the membership fee of \$ _____ now, which is the CASH PRICE, or <input type="checkbox"/> Pay Westco Barbell, LLC dba Stronghold Gym the CASH PRICE in installments plus a FINANCE CHARGE in accordance with the schedule in this agreement.			

Your Membership Begins: _____

Your Membership Expires: _____

First Month Dues or Pre-Paid Amount: _____

Amount Paid Today: _____

ITEMIZATION OF AMOUNT FINANCED

- (A) \$ _____ Cash Price - including Taxes
 (B) \$ _____ Less: Total down payment (Cash)
 (C) \$ _____ Unpaid Balance (Amount Financed)
 (A minus B) _____
- (D) \$ _____ N/A Finance Charge
 (E) \$ _____ Time Balance (C + D)
 (F) \$ _____ Time Sale Price (A + D)

Your monthly dues of _____ is due on or around the _____ of each month beginning with _____. Membership will continue to draft until you cancel regardless of use.

DEFAULT AND LATE PAYMENTS: Should you default on any payment obligation called for in this agreement, the club will have the right to declare the entire remaining balance due and payable and you agree to pay allowable interest, and all costs of collection, including but not limited to collection agency fees, court costs, and attorney fees. A default occurs when any payment due under this agreement is more than ten days late. A SERVICE FEE WILL BE CHARGED IMMEDIATELY FOR ANY CHECK, DRAFT, CREDIT CARD, OR ORDER RETURNED FOR INSUFFICIENT FUNDS OR ANY OTHER REASON. SHOULD ANY MONTHLY PAYMENT BECOME MORE THAN TEN DAYS PAST DUE, YOU WILL BE CHARGED A LATE FEE. If the member is paying monthly dues by electronic funds transfer (EFT), the clubs billing company, ABC Financial Services, LLC, reserves the right to draft via EFT all amounts owed by the member including any and all late fees and service fees. Subject to appropriate State and Federal Law. NOTE: **Members paying monthly dues by EFT are subject to \$5.00 per month increase of monthly dues if EFT payment is stopped or changed. This will not affect any other provisions of this agreement.**

1st PAYMENT SCHEDULE		
Number of Payments	Monthly Payment Amount	First Payment Due Date

RENEWAL PROGRAM OPTIONS:

RENEWAL STATEMENT PROGRAM: Provided member is not in default or delinquent of this agreement, member may retain use of all privileges by renewing on or before _____ for _____ months, at \$ _____ per month (EFT) or at \$ _____ per month (STATEMENT), or \$ _____ (PIF).

NONRENEWABLE MEMBERSHIP: This membership will expire: _____.

Club Enhancement Fee is \$20.00 per person and is due 60 days after join date. The purpose of the annual Club Enhancement Fee is to maintain and improve the equipment and services provided for the facilities. This fee will be collected on _____ and annually thereafter.

Member Initials _____

NOTICE TO BUYER:

(A) DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
 (B) YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. YOU HAVE RECEIVED A COMPLETED COPY OF THIS CONTRACT WITH DISCLOSURES MADE IN COMPLIANCE WITH FEDERAL & STATE LAW.

NOTICE: Any holder of this consumer credit contract is subject to all claims and defenses which debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

I certify that have read the Rules & regulations of the club which appear on the reverse side of this contract.

I certify that I have fully read this membership contract & will comply with the contents herein. I understand the written contract constitutes the entire agreement between the parties.

CLUB REPRESENTATIVE _____

MEMBER _____

PARENT OR GUARDIAN _____



REQUEST FOR PREAUTHORIZED PAYMENT
 PLEASE ATTACH A VOID OR BLANK CHECK
 I/We hereby request the privilege of paying to ABC Financial Services, LLC ("The Company"), Sherwood, AR 72124, and further authorize the Company to draw items (checks, electronic fund transfers, charge card) for the purpose of paying said payments, including any late fees or service fees, on the account of:

REQUIRED FOR ALL EFT AND CREDIT CARD DRAFT ACCOUNTS

Payment Method: _____

BANK NAME _____ ROUTING NUMBER (9 DIGITS) _____ ACCOUNT NUMBER _____ ACCOUNT TYPE _____ ACCOUNT OWNER _____

CARD TYPE _____ ACCOUNT NUMBER _____ EXPIRATION M/Y _____ CARD OWNER _____

- Subject to the following conditions:**
- The items outlined in Your Membership Agreement (monthly dues, annual fees, enrollment fees, etc.) shall be drawn on or about the date or dates set forth in the Membership Agreement. By signing below, You authorize the Company to draft via EFT said amounts from the account or card identified herein. The transactions on Your bank, debit, or credit card statement shall constitute receipts for payment on Your account.
 - One-Time Transfers: When You provide a check as payment, You authorize the Company either to use information from Your check to make a one-time EFT from Your account or to process the payment as a check transaction. When the Company uses information from Your check to make an electronic fund transfer, funds may be withdrawn from Your account as soon as today's date.
 - If the regular payments set forth in the Membership Agreement should vary in amount, You are entitled to notice at least 10 days before each payment of when it will be made and how much it will be. However, by executing this preauthorization, You choose to instead get this notice only when the payment would differ by more than \$50.00 from the most recent payment You have made.
 - By executing this Agreement, You acknowledge Your awareness that certain disclosures required by the Electronic Funds Transfer Act and its regulations are available for Your review at the Company's website: www.abcfinancial.com under terms and conditions.
 - The privilege of making EFT payments under this arrangement may be revoked by the Company if any item is not paid upon presentation.
 - If this preauthorization payment arrangement is revoked for any reason, this does not release You from Your obligation under Your Membership Agreement.
 - If any payment is not paid upon presentation to Your bank or credit/debit card company for any reason, a service fee will be assessed and drafted. A late fee will be assessed and drafted should any monthly payment become past due.
 - By executing this Agreement, You authorize Club and Club's agents, including its third party payment processing companies ("Club's Agents"), to store the account or card information provided by You on or in relation to this Agreement and/or Your Club Membership Agreement ("Club Agreement"), as well as any other account or card information provided by You through any means to Club or Club's Agents (including information provided in person, online or over the phone) for purposes of making any payment in relation to this Agreement and/or Your Club Agreement (hereinafter, "Payment Information"). Club and/or Club's Agents will use the stored Payment Information to process payment of all dues, fees, taxes, purchases and incidental charges that are due or will become due, including all items on the Payment Schedule, fees identified in Your Club Agreement, membership-related obligations, retail transactions, personal training purchases, group exercise purchases, childcare fees, or other purchases. Club and/or Club's Agents may also use the stored Payment Information to process payments owed in relation to all subsequent Agreements entered between You and Club. The fixed dates or intervals on which transactions will be processed and the transaction amounts (including all associated fees, taxes, and charges) and/or a description of how they will be calculated are more specifically set forth in the Payment Schedule and other terms of Your Club Agreement. If Your Club Agreement will automatically renew at the end of the Term defined therein, the stored Payment Information will be used to process payments owed in relation to the renewal term. This consent to store Payment Information will not expire unless it is expressly revoked. The general cancellation and refund policies provided in Your Club Agreement will apply to this consent. If any changes are made to the terms of this consent, an e-mail notifying You of such changes will be sent to the e-mail address provided by You on the face of Your Club Agreement or, if an e-mail is not provided, notice will be sent to the mailing address provided on Your Club Agreement.
 - This preauthorization payment arrangement shall apply to the following Applicant(s): _____

Date: _____

Account Holder Signature: _____

CUSTOMER'S RIGHT TO CANCEL

(A) You may cancel this contract by sending notice of your wish to cancel to the center before midnight of the third business day after signing the contract. "Business Day" means Monday through Friday excluding state holidays and federal holidays. This notice must be sent certified mail to the following:

Westco Barbell, LLC dba Stronghold Gym
5910 Garners Ferry Road
Columbia, SC 29209

Within thirty days of receipt of this notice, the center shall return any payments made and any note or other evidence of indebtedness. If you use the seller's facilities or services, the center may charge you a reasonable fee based on days of actual use

(b) In addition, you or your estate may also cancel the contract at any time by written notice to the center at the above address if the following circumstances occur:

- (1) The customer's death;
- (2) Substantial physical disability, certified by a physician, which makes it permanently impossible for the customer to use the center's services.
- (3) With a 30-day written notice you may in your first 12 months of your membership, cancel if you provide proof of permanent relocation to a residence over fifty miles distant from an outlet operated by the center, if the center is unable to arrange for the customer's use of another center with equivalent major facilities and services.

The center may require presentation of information to substantiate that one of these circumstances has occurred.

If the contract is canceled because of disability, death, or permanent change of residence, the center shall return any note or other evidence of indebtedness and unearned prepayments as follows: For each month that the contract was in effect, the center had initially been one for the number of months or the number of treatments for which the contract was actually in effect. The rate is to be determined from a fee schedule in effect on the date of the contract.

(c) The right of cancellation shall affect only the financial obligations under the contract and customer's right to use the center's physical fitness services.

RESTRICTIONS ON CANCELLATION OR ASSIGNMENT: You understand that you have signed an installment promissory note. Your failure to use the membership and utilize programs and facilities does not relieve you of your liability for payment, regardless of the circumstances, and your membership is absolutely nontransferable, nonassignable, non-refundable, and noncancellable except as provided in this Contract. You understand the Seller shall be entitled to sell, transfer, discount, or assign the Agreement to a financial institution or other entity without consent of the Buyer. "Cancellation is subject to acceptable proof as required by Seller. *Buyer shall continue to be responsible for payment of all installments that have been accrued under the terms of this contract prior to fulfillment of above conditions.

Law Applicable: South Carolina state law governs this Contract.

Invalid Provisions: The provisions of this Contract are severable. If any provision of this Contract is declared unenforceable, it is the intention of all parties to this Contract that the remainder of Contract will be valid and enforceable.

Entire Agreement: If there is more than one of you signing this Contract, each of you is individually responsible to fully perform all obligations under this Contract.

No Waiver of Rights: We do not waive our rights to have future payments made when due if we accept a list or partial payment or delay the enforcement of our rights on any occasion.

Application of Payments: We will apply all payments received to pay the installments (including late charges, if any) in the order in which they are scheduled to be paid.

Default:

You are in default if:

- (A) We do not receive an installment payment from you within ten days after the due date.
- (B) You fail to fulfill one or more of your obligations or promises under this Contract including full compliance with Club Rules and Regulations.
- (C) Insolvency actions are begun by or against you. Insolvency includes situations where you are unable to pay all of your debts as they become due.

Acceleration of Payments: If you are in default as hereinabove provided, we can demand payment of all unpaid installments within twenty (20) days of notice.

Attorney's Fees and Court Costs: If your failure to pay any one or more of the installments due under the Contract, results in Seller's retaining an attorney for collection proceeding, you shall pay reasonable attorney's fees (15% if not prohibited by law) and court costs allowed by law.

Rules and Regulations: (below) I understand that violation of the rules may cause my membership in the club to be immediately terminated at the discretion of Seller. In the event of termination of my membership by Seller for rule violations, may liability for any payments occurring after the date of my membership termination shall cease. Seller reserves the right to make additional rules and regulations as it deems necessary in its sole discretion.

Notice: Westco Barbell, LLC dba Stronghold Gym urges all members to obtain a physical examination from their physicians prior to the use of any exercise equipment or participating in any exercise class. In recognition of the possible dangers connected with any physical activity, member(s) hereby knowingly and voluntarily waive their right or cause of action of any kind whatsoever arising as a result of such activity from which any liability may or could accrue to Westco Barbell, LLC dba Stronghold Gym, its officers, agents, employees or instructors.

Warning: If you have a history of heart-related disease, you should consult a physician before purchasing a membership or joining the club. A person entitled to membership privileges under this Contract who has a history of heart-related disease also should consult a physician before utilizing the programs and facilities of the Seller.

Liability Waiver: It is expressly agreed that all use of the fitness facilities shall be undertaken by a member at his or her own risk, and the Seller shall not be liable for any injuries or damage to any member or guest, or the property of any member or guest be subject to any claim, demand, injury or damages whatever, including without any limitation, those damages resulting from acts of active or passive negligence on the part of the Seller, its successors or assigns, as well as its officers and agents, for all such claims, demands, injuries, damages, actions or causes of action. It is especially agreed that the seller shall not be responsible or liable for loss or damage to any other property of members or their guests, including their automobiles and contents. It is also agreed that any damages to the club facilities or property, or to the property of any member by another member of this guest, is the sole responsibility of the offending member.

Freeze: You may freeze up to 6 months per calendar year. A freeze fee of \$5.00 per month will apply. Regular membership dues will resume once freeze is over. If applicable annual fee will draft regardless of freeze.

I agree that I am responsible for any damages caused by me to the facilities and equipment, and for any personal injury or property damage caused by me to any other member, guest or to the property of either. I further agree to indemnify the Seller for any loss caused by me for which the Seller is held liable, including reasonable attorney's fees.

Rules and Regulations

1. **HOURS OF OPERATION** – The management of the facility has the right to change the hours of operation at its discretion. The facility will be closed on some Holidays. Monday – Friday 5:30 am – 9:30 pm, Saturday 8:00 am- 6:00 pm, and Sunday 9:00 am – 6:00 pm.
2. **CHECKING IN** – No member will be admitted to use the facility without first checking in and/or registering at the facility's reception area. Membership cards or key tags will be issued to each member. If a card or key tag is lost or stolen, a new card or key tag will be issued at the member's expense at a fee determined by management. This fee will be subject to change periodically.
3. **GUEST POLICY** – All non-members must be checked in and registered prior to facility use. A guest fee (unless waived by management) will be charged at the current daily rate and must be paid prior to facility use.
4. **WORKOUT CLOTHING AND PROTOCOL** – Member is bound to exercise in proper exercise clothing at all times. No jeans, button shirts, skirts or other "street wear" will be allowed while participating in exercises. Work shoes or street shoes are not permitted. Member must wear proper athletic-type footwear (sneakers) while exercising. Weight-lifting support belts must be removed while using any equipment that could possibly be damaged by the buckles on such belts.
5. **NO PROFANITY** – No profanity or racial slurs shall be tolerated on said premises. Each member will be expected to be considerate of other members and guests and conduct themselves accordingly.
6. **CHILD CARE** – Child care services are provided for children whose parents or legal guardian are registered at the reception desk and only while, and as long as that person stays on the said premises. The hours for these services may vary, and will not be offered at all times. The management reserves the right to change these services, hours, limitations, & conditions are necessary including and not limited to charging for this service.
7. **MINORS** – Minors under the age of 14 are not permitted to be anywhere on the said premises except for the childcare area or lobby, and may not be left unattended at any time. Minors between the ages of 14 and 18 years of age may only use the facility with written consent from a parent or legal guardian, and this consent must be furnished in person, with acceptable identification, proper registration and payment of appropriate fees. In addition, minors between the ages of 14 and 16 must be accompanied by a parent, legal guardian or an approved fitness instructor.
8. **LOCKERS** – Members must supply their own locks and none of these locks are to be left on overnight. All possessions should be removed from locker following completion of exercise for the day. For members who wish to keep a permanent locker an \$8.00/month charge will be added to monthly dues.
9. **VALUABLES AND PERSONAL PROPERTY** – Members are urged to avoid bringing valuables onto club premises. The facility, management, its agents, affiliates, and representatives, and employees are not liable for storage, safekeeping, loss, theft of or damage to personal property of members or guests.
10. **RULES, REGULATIONS, & SCHEDULES** – Members agree to abide by the Rules, Regulations, Policies and Schedules of the facility, which may be posted by Management and/or issued orally, and which may be amended from time to time at Management's discretion.
11. **BUYER'S OBLIGATIONS** – This membership agreement is a legal contract. Your failure to use the membership and utilize the facility or any of its programs does not relieve you of your liability for payment.
12. **LIABILITY WAIVER** – It is expressly agreed that all use of the fitness facilities shall be undertaken by a member at his or her own risk, and the Seller, its officers, agents or employees shall not be liable for any injuries or damage to any member or guest.
13. **BUYER'S INDEMNITY AGREEMENT** – Buyer assumes full responsibility for any person who becomes a member under this agreement and shall indemnify Management, its affiliates, agents, representatives and employees against any and all liability incurred by them to such member who does not become a signatory.
14. **CHANGE OF ADDRESS** – Member must notify Management immediately of any address or name changes.
15. **NO SMOKING** – Smoking is not permitted in any part of the club, including the locker room area.
16. **NO ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS** – No alcoholic beverages or illegal drugs are allowed anywhere on the club premises.
17. **IF IN DEFAULT** – If member is in default of any provision in this contract, management reserves the right to suspend his or her use of the facility. This use will be reinstated if these provisions are met and abided by and member's account is current.

CONTACT: Member affirms, acknowledges, and attests that Member's mailing address, telephone number, cellular telephone number, and e-mail address provided on the face of this agreement are accurate and were provided by Member voluntarily. Subject to applicable law, Member agrees that Westco Barbell, LLC dba Stronghold Gym and ABC Financial Services, LLC, including its agents and affiliates, may contact Member at any mailing address, telephone number, cellular telephone number, or e-mail address set forth on the face of this agreement, or subsequently provided by Member to Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC.

ARBITRATION: Member agrees that any dispute, controversy, or claim arising out of or relating in any way to the Membership Agreement, including without limitation any dispute concerning the construction, validity, interpretation, enforceability, or breach of this Membership Agreement, shall be exclusively resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be in the city of your club location and the state of your club location law shall apply. In the event of a claim arising out of or relating in any way to the Membership Agreement, the complaining party shall notify the other party in writing thereof through a demand for arbitration which shall be made within a reasonable time after the claim has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the claim. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This arbitration clause shall also apply to any dispute, controversy, or claim between the member and any third party with whom the Club contracts in order to perform its obligations or exercise its rights under this Membership Agreement, including without limitations, its third party payment processor, which is currently ABC Financial Services, LLC.

MEMBER UNDERSTANDS AND AGREES THAT THE MEMBER AND THE CLUB ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. NEITHER THE MEMBER NOR THE CLUB SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

E-SIGN CONSENT: Certain laws and regulations may require Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC to provide Member with written notices and disclosures on paper. With Member's consent, this information may be provided to Member electronically. Member's consent hereto shall apply to each and every disclosure, notice, agreement, statement, term and condition, and any other information (collectively, the "Documents") that Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC may provide Member. Member's consent to receive the Documents electronically shall continue until expressly withdrawn by Member. Notwithstanding, Member may request a paper copy of all electronic Documents by contacting Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC, and requesting a paper copy. Member may withdraw its consent at any time by notifying the customer service department of Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC. Upon withdrawing consent, Member shall no longer receive the Documents electronically. Member acknowledges that withdrawing consent may result in additional fees for Member's receipt of the Documents. Member agrees to maintain a valid email address with Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC, and to promptly notify Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC of any changes to Member's email address. If Member has provided another type of electronic contact information, such as a phone number, then Member may change that contact information by contacting the customer service department of Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC. To access, view and receive the Documents electronically, Member agrees and acknowledges that they must have: (i) a computer, mobile device, tablet or smartphone, (ii) a version of internet browser software that is up-to-date and supported by Member's electronic device, (iii) an internet connection, (iv) software that is capable of accurately reading and displaying electronic PDF files, (v) a computer or electronic device operating system capable of supporting the items above, and (vi) a printer or electronic storage device if Member desires to print any electronic Documents. Member acknowledges that they may also need a certain brand or device that can support applications intended for Member's electronic mobile devices, tablets, and smartphones. In the event the required software or hardware is modified in such a way that would create a material risk to Member to access the Documents electronically, then Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC will notify Member following such material modification. By accepting the terms of this Agreement, Member does hereby agree to the terms and conditions of this paragraph and consents to the same. Member does also confirm that Member has the software and hardware described above, that Member has the means necessary to access, view, and receive the Documents electronically, and that Member has provided a valid and active email address to Westco Barbell, LLC dba Stronghold Gym and/or ABC Financial Services, LLC.

I understand that my membership allows me to use, at no additional cost the following facilities and programs: fitness machines, free weights, climbing facilities and other special programs which may be designated as free to members. Qualifications may be required to insure my safety before I will be allowed to use certain pieces of equipment and participate in some activities.

I also understand that I must adhere to all rules and regulations of Westco Barbell, LLC dba Stronghold Gym regardless of their format (handouts, oral, posted, etc.). This will help guarantee my safety and the safety of all other participants. If I fail to follow these rules and regulations, my membership may be canceled at any time.

I understand that at certain times the climbing facilities may be used by non-club members and I may not have full use of the facilities at these times.

If any part of this agreement is found invalid or unenforceable, the remainder will be valid and enforceable. If Westco Barbell, LLC dba Stronghold Gym ceases to operate, member is limited only to a refund of unused portion of money paid.

Waiver and Release Agreement

In consideration for the use of the facilities at Westco Barbell, LLC dba Stronghold Gym, I agree to bind myself, my heirs, representatives, executors, administrators and assigns to this agreement. I hereby certify that I have full knowledge of the risk inherent in the use of the facilities and am voluntarily assuming these risks. I agree to abide by all safety policies of Westco Barbell, LLC dba Stronghold Gym whether written or orally conveyed. I am freely and voluntarily agreeing to these terms.

This is a legally binding agreement. By signing, I understand that I am giving up rights that I may have under the law and I am doing so freely and voluntarily with full and complete knowledge of the contents of this agreement and the associated risks. I give this release and agree to assume any and all risk and liabilities which may be incurred by my participation in any and all activities however related to Westco Barbell, LLC dba Stronghold Gym. I am entering into this agreement voluntarily and without duress or coercion. I will not sign this agreement, nor initial any part until I have read and understood its terms.

I fully understand that the activities offered, including, but not limited to: aerobic exercise, weight training, gymnastic activities, sport climbing or outdoor activities and martial arts are strenuous activities. I understand the risk associated with these activities and agree to assume the risk involved. I further understand that I must be in good health and if I have any concerns about my ability to participate, I will not participate and will consult my personal physician before beginning or continuing any exercise program. I understand and agree that Westco Barbell, LLC dba Stronghold Gym is in no way responsible for medical evaluation or any recommendation of medical treatment. I also agree to be personally responsible for the costs, direct or indirect of any medical treatment resulting from injuries or illness occurring while on the premises of or associated with Westco Barbell, LLC dba Stronghold Gym.

In consideration, for my minor child's use of Westco Barbell, LLC dba Stronghold Gym's facilities and services agree to release from liability, hold harmless and indemnify Westco Barbell, LLC dba Stronghold Gym, its owner, employees and agents from liability for any and all acts or omissions that may cause direct or indirect injury to myself, minor children or my property arising out of the use of Westco Barbell, LLC dba Stronghold Gym's, facility or participation in activities contemplated by this agreement.

I certify that I am at least 18 years old and that I read and write the English language. If I am signing for a minor child, I understand that I further agree to release, hold harmless and indemnify Westco Barbell, LLC dba Stronghold Gym, its owner, employees and agents from any cause of action arising from any claim of any nature, including but not limited to negligence or any other cause, arising out of or relating to my or my dependant's or minor child's use of the facilities or field exercises of Westco Barbell, LLC dba Stronghold Gym.