

**IRON JUNGLE - 24 Hour  
Gym  
580 Linne Rd., Suite 100  
Paso Robles, CA  
93446**

**WAIVER, RELEASE OF LIABILITY AND COVENANT-NOT-TO-SUE**

I, \_\_\_\_\_, UNDERSTAND AND AGREE THAT the Iron Jungle is not responsible to any person for any injury (or loss of property) while that person is practicing, taking class, competing, participating in open gym, or in any other way involved in any activities at Iron Jungle for any reason whatsoever, including ordinary negligence on the part of the Iron Jungle, its owners, board of directors, officers, agents, employees, or trainers (collectively referred to as the "Iron Jungle" hereafter). I understand and agree that the Iron Jungle is available to me, and other members, 24-hours a day, and that, at all times, it is an unsupervised facility. I use this facility at my own risk, and am responsible for supplying my own spotters. I agree that I am prohibited from allowing anyone who is not a registered member to use the Iron Jungle and I will not lend, share or transfer my membership to anyone. **If I breach this agreement, the Iron Jungle may, without further notice, terminate my membership.** I understand and agree that the Iron Jungle may use all available means to enforce this policy, including electronic surveillance. *(Initials)*

I have consulted my physician within the last year, before starting to use the facilities of the Iron Jungle, and I agree to maintain regular consultations with a physician. I understand and agree that the Iron Jungle bears no responsibility whatsoever for my physical health.  
\_\_\_\_\_ *(Initials)*

In consideration of my access to the Iron Jungle facilities, I hereby agree not to sue, and release the Iron Jungle from any and all past, present, or future claims resulting from accidents, acts of God, errors, omissions, or ordinary negligence on the part of Iron Jungle for property damage, personal injury, or wrongful death arising out of my engaging in, or receiving instruction in, weight-lifting, weight-training, exercise routines, or any other activities related to the use of the Iron Jungle facilities, or training by any person, regardless of whether that person is or is not working on behalf of the Iron Jungle, regardless of wherever, whenever, or however such a claim may arise. I voluntarily waive any and all claims under this agreement that may be made by me, my family, estate, heirs, or assigns.  
\_\_\_\_\_ *{Initials}*

Further, I am aware that weight lifting/training is a vigorous sporting activity involving height and rotation in a unique environment, and as such it poses an abnormal risk of injury. I understand that weight lifting/training, and related activities, always involve certain risks, including but not limited to, death, serious neck and spinal injuries, complete or partial paralysis, brain damage, and serious injury to any and all bones, joints, muscles, and internal organs. I understand and agree that both the mats or other safety equipment and apparatus provided for my protection, and the active participation of a trainer or coach who will spot or assist in the performance of certain skills, may still be inadequate to prevent certain injury. The risk of harm may be limited by the proper use of all of the safety equipment and trained coaches, but never eliminated. I agree to

properly use all safety equipment while using the Iron Jungle facilities. *(Initials)*

I also understand that participation in weight lifting-training, including moving from machine to machine, conditioning, stretching and other activities, may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not be aware of others around them. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death. \_\_\_\_\_ *{Initials}*

I understand and agree that this waiver, and covenant-not-to-sue, are intended to be as broad and as inclusive as permitted by the laws of the State of California and I agree that if any portion is held invalid, the remainder of the waiver, and covenant-not-to-sue will continue in full legal force and effect. I further agree that the jurisdiction and venue for any legal proceedings arising out of this agreement will be within the State of California, County of San Luis Obispo. \_\_\_\_\_ *(Initials)*

I affirm that I am of legal age and am freely signing this agreement. This is the entire waiver and release, and there are no other oral or implied agreements that in any manner supercede this waiver and release. I have read this agreement and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of Iron Jungle. \_\_\_\_\_ *(Initials)*

**OPTIONAL:** I also consent to the use, by Iron Jungle, or anyone it authorizes, of any and all photographs, tapes or other presentations, and any reproduction thereof for the purpose of promotion by the Iron Jungle (including sale, publication, display and exhibition) without compensation. The member further consents to the use of the member's name in connection with such materials, and agrees that all such materials will constitute Iron Jungle's property, with full right of distribution. \_\_\_\_\_ *{Initials}*

***THE EQUIPMENT, FACILITIES AND FELLOW MEMBERS MUST BE RESPECTED AT ALL TIMES. THERE IS TO BE NO DROPPING, THROWING OR SLAMMING OF THE WEIGHTS, BARBELLS OR DUMBELLS,... EVER. AN INABILITY TO OBSERVE THIS WILL RESULT IN THE LOSS OF ONE'S MEMBERSHIP.***

**Iron Jungle designed the Membership Policies and Club Rules to insure a safer and more enjoyable environment in which to exercise. So, please be thoughtful and observe the Policies and Rules you, and all members, agree to follow. The Iron Jungle may, in its sole discretion, modify the Policies and Rules without notice at any time. All Policies and Rules, as well as any changes, will be posted.**

**Iron Jungle Equal Opportunity Policy Statement:**

**Iron Jungle seeks, enrolls, and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further club policy that no circumstance or conduct undertaken by club personnel shall have the effect of discrimination on the basis of any of the aforementioned classifications. All club members shall have full and equal access to the club facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to Club Management or to the Iron Jungle at 239-7497.**

**Access to the Facility - Key Code: Iron Jungle issues a key code to each member for access to the gym. The key code allows access to the facility 24 hours a day, 7 days a week. Members must access this Facility with their own assigned key code. You may not let anyone else use your code, and you may not use anyone else's code. Violation of this rule will be cause for termination of membership and loss of prepaid membership fees.**

**Use of the Facility:**

**Conflicts Regarding Use: Observe gym etiquette. Please don't linger on the equipment. Members should not monopolize the equipment or weights. If there is a conflict over use, let Iron Jungle management resolve it.**

**Weights & Other Equipment: Mats must be utilized for all dumbbell activities. Weight belts are not to be used when using the preacher curl or leg curl equipment. T-shirts must be worn when utilizing the benches. As a courtesy, please replace the weights to the rack after you use them and wipe off benches after your use. If you chew gum or eat sunflower seeds discard them in TRASH CAN. DO NOT SPIT THEM ON THE FLOOR! DOING THIS WILL RESULT IN LOSS OF MEMBERSHIP! There is no chalk use outside the POWERLIFTING STATION!**

**Wall: THE ROCK WALL IS STRICTLY ORNAMENTAL. It IS NOT a climbing wall. Please do not attempt to climb the wall at any time. Trying to climb the wall will result in TERMINATION of membership!**

**Offices: The (2) office areas are for the use of Iron Jungle personnel only. Please do not enter office areas unless accompanied by Iron Jungle personnel.**

**Showers: Showers are provided for your convenience. Iron Jungle does not supply towels, please furnish your own.**

**No Solicitation: Iron Jungle facility is provided for the private use of club members only and is not open to the public. Any solicitation for profit, political, religious purposes or any other reason is strictly prohibited. This includes, but is not limited to, use of petitions, distributing or posting leaflets, notices or advertising anywhere in the club facility, or leaving multiple copies of leaflets or other papers in any club areas.**

**Prohibited Items and Activities:**

**No Alcohol, Drugs, or Smoking:** You cannot use the Facility or engage in any activity at Iron Jungle while under the influence of illegal drugs or alcohol. Also, we do not permit smoking, alcohol, illegal drugs, including steroids in this Facility.

**No Weapons:** No weapons of any kind are permitted in this facility.

**Outside Equipment:** Iron Jungle reserves the right, in its sole discretion, to limit or restrict the use of outside equipment in the club.

**Conduct:**

While in the Facility, Iron Jungle does not permit, and will not tolerate, any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members. Bullying or intimidating behavior toward others is grounds for immediate expulsion. Filming, photo-shoots and other forms of using the Iron Jungle for one's own personal or commercial gain is strictly prohibited unless written permission has been granted by the owner. This is a private facility and the privacy of the gym and its members must be observed at all times.

**Unauthorized/non-member personnel are not allowed in the gym:** Because of the nature of our club and liability concerns, it is imperative that only our members are admitted to the gym. Admitting a non-member to the Facility will immediately constitute a loss of and immediate termination of membership. No exceptions will be tolerated. Do not put your membership in jeopardy. Do not give anyone other than yourself access to this Facility. Guests are allowed - guest rules, as posted, must be followed.

**Members under the age of seventeen:** Members under the age of seventeen must be accompanied by their parent-member at all times. They are not allowed in the gym without their parent, the parent must be a paid member.

**Guests:** Members are not allowed to conduct tours of the Facility. Tours are given by gym personnel only. If you would like to bring a guest, prior notification must be given to gym personnel. A waiver must be signed by your guest prior to using our equipment. It is the member's responsibility to review gym rules with his/her guest. The member will be held responsible for the actions of the guest while in the gym. The day use fee is \$10 and must be paid in full and should accompany the signed rules and waiver document.

**Violation of Rules/Reason for Termination of Membership:**

If any member violates any of the Policies or Rules, Iron Jungle will ask that person to stop and/or leave. A violation may also cause Iron Jungle to terminate the violator's membership according to the terms of their Membership Agreement.

**The Iron Jungle is not responsible for lost, damaged or stolen personal property.**

**I have read and understand the Policies and Rules of Iron Jungle.**

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Member's Name (please print)

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Signature

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Date