

BLACK RIVER FITNESS FACILITY USE WAIVER AND RELEASE OF LIABILITY (5/3/26)

This Waiver and Release of Liability ("Agreement") is entered into between Black River Fitness LLC ("Black River Fitness"), and the undersigned individual ("Member").

Acknowledgment of Risk:

I, the undersigned, acknowledge that participation in physical exercise activities at Black River Fitness, a 24/7 fitness facility, carries inherent risks of injury, including but not limited to, physical injury from exercise equipment, strain, or accident. I fully understand these risks and accept full responsibility for any injury or damage that may occur as a result of my participation in activities at Black River Fitness. I confirm that I am voluntarily engaging in such activities.

Emergency Safety Measures:

To minimize risk, Black River Fitness encourages all members and participants to workout with a partner. I understand that exercising with a partner provides added safety, especially when lifting heavy weights or performing strenuous activities. In an effort to promote safety during solo workouts, Black River Fitness provides an emergency panic button for members to wear while working out alone. I acknowledge that the use of this panic button is strongly encouraged when exercising without a workout partner.

It is strongly recommended that I follow this advice for my own well-being. However, I understand that my safety is ultimately my responsibility, and I will exercise caution, awareness, and appropriate judgment while working out.

Quiet Hours & Parking Policy:

To maintain a safe, respectful, and professional environment, all members are required to adhere to the following facility rules:

Quiet Hours are in effect daily from 8:00 PM to 8:00 AM. During these hours, the facility sound system will remain off. Personal audio devices (e.g., headphones) may be used. Overnight Parking is not permitted beyond 4 continuous hours between 8:00 PM and 8:00 AM. Sleeping on the premises — including in vehicles, inside the facility, or anywhere on Black River Fitness property — is strictly prohibited. Unauthorized parking for purposes unrelated to Black River Fitness or official Spur & Main events may result in towing at the vehicle owner's expense, without prior notice.

Billing and Access to Facilities:

I understand that my membership at Black River Fitness is personal and non-transferable. I agree that I will not allow any non-member, guest, or unauthorized individual to access or use the gym facilities under any circumstances. If I violate this policy, I acknowledge that Black River Fitness reserves the right to immediately terminate my membership without refund or recourse. **If payment fails, members are expected to update their billing information promptly. Accounts more than 7 days past due may have access restricted until brought current. Any accounts more than 14 days past due may incur a late fee of \$1/day, up to \$16. Accounts that remain unpaid beyond 30 days may be canceled for non-payment.**

Termination of Membership:

Black River Fitness reserves the right to suspend or terminate my membership at its sole discretion if I violate any rules, policies, or regulations of the gym, or engage in behavior that is harmful to the safety, welfare, or enjoyment of other members. This includes, but is not limited to, allowing non-members into the gym. If I decide to terminate my membership prematurely, I agree to pay the "cancellation fee" listed on the membership I selected. **Memberships cancelled for non-payment may be subject to reactivation fees equal to their unpaid balance and/or loss of discounted pricing options.**

Youth 13+:

I agree by signing that I have adequate parental permission and have thoroughly discussed and shared the liability waiver with my guardian. I understand that if it is discovered that I have not, I may be banned from resuming membership until 18 years of age or longer. I understand that attempting to gain access outside of the outlined hours associated with my purchased membership is strictly prohibited.

Acknowledgment and Consent:

I hereby agree to indemnify and hold harmless Black River Fitness, its owners, employees, agents, and affiliates from any and all claims, demands, damages, costs, and expenses, including legal fees, arising out of or in connection with my participation in activities at Black River Fitness. This includes, but is not limited to, any injury, loss, or damage sustained by me during my use of the gym's facilities, equipment, or services. This Agreement shall be governed by and construed in accordance with the laws of Alaska, in which Black River Fitness LLC is located.

By signing below I confirm that I have read, understand, and voluntarily agree to the terms and conditions of this Waiver and Release of Liability.

MEDICAL DISCLOSURE FORM

Please email blackriverfit@gmail.com to fill out a medical disclosure form if any of the following apply to you. Answer truthfully, to help us ensure your safety while using Black River Fitness facilities.

1. Any current medical conditions, including, but not limited to: Heart conditions, Respiratory condition (e.g., asthma, COPD), Diabetes, Seizures, High blood pressure, Arthritis or joint problems, Back or neck issues, Allergies (please list), or Other (please specify)
2. Recent surgeries or hospitalizations.
3. Any medications that could affect your exercise ability or heart rate.
4. If you experience any pain, dizziness, or shortness of breath when exercising.
5. Any previous injuries or conditions that may require special consideration during exercise.

Acknowledgment and Consent:

By signing up for a membership with Black River Fitness, I affirm that I agree to reach out if I have any of the above mentioned health concerns to fill out a medical disclosure form. I agree that the information I provide is accurate to the best of my knowledge. I understand that it is my responsibility to inform Black River Fitness staff of any changes to my medical condition or health status. I understand that Black River Fitness will make every effort to ensure my safety, but I accept that exercise involves some inherent risks. I acknowledge that it is my responsibility to be aware of my physical limitations and to exercise within them at all times. I consent to participate in exercise activities at my own risk and agree to consult with a healthcare provider if necessary.

This form is not intended as a substitute for professional medical advice or treatment. If you have any questions or concerns regarding your health or participation in physical activities, please consult with your physician.

CHILDCARE WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability ("Agreement") is entered into between Black River Fitness LLC ("Black River Fitness"), and the undersigned individual ("Member").

Please email blackriverfit@gmail.com to list any relevant health and behavioral needs.

Please email blackriverfit@gmail.com to provide two emergency contacts.

Acknowledgment of Risk:

I understand that participation in childcare activities may involve inherent risks, including but not limited to physical injury, emotional distress, or damage to personal property. I acknowledge that my child's participation in these activities is voluntary, and I assume full responsibility for any and all risks associated with such participation.

Medical Treatment:

In the event of an emergency, I authorize Black River Fitness to seek medical treatment for my child if necessary. I understand that Black River Fitness will make every effort to contact me or my emergency contacts in such cases. I agree that my child's care may be passed off to my emergency contact or legal authorities in case of emergent injury to myself.

Parental Responsibility:

I agree to never leave Black River Fitness's gym facility while my child is in their care, and understand that doing so would result in immediate dismissal and ban from Black River Fitness's childcare membership program, as well as possible legal ramifications. I understand that it is my responsibility to respond to my pager provided by Black River Fitness to the childcare area in a timely manner, no more than 5 minutes. I agree to the late fees associated with late pickup of my child beyond the two hour max, and I understand that anything beyond 2.5 hours, with exception of immediate personal medical emergency, is abandonment, and will be treated as such. I understand and acknowledge that as the parent/guardian, I am ultimately responsible for the well-being and safety of my child, and that I have provided accurate information regarding any special medical or behavioral needs.

Other:

I understand that there is a max amount of children allowed at one single time in the childcare room- meaning that occasionally I may have to wait to check in my child if the max capacity is already met. This does not give me the right to berate or disrespect staff who are following BRF and state safety guidelines.

Agreement:

By signing this waiver, I, the undersigned parent/guardian, do hereby release and hold harmless Black River Fitness, its employees, agents, contractors, and representatives (hereinafter referred to as "childcare") from any and all claims, liabilities, demands, actions, or causes of action, including personal injury or property damage, arising out of or related to my child's participation in childcare services provided by Black River Fitness.

I have read and fully understand the terms of this waiver and release of liability. Black River Fitness is not liable for any injury, illness, or damage to my child or my property that occurs while participating in childcare services. This includes any injury or illness resulting from accidents, negligence, or other causes. I agree to indemnify and hold harmless Black River Fitness from any claims, demands, losses, or damages, including legal fees, arising out of any actions or inactions that result in injury or damage during my child's participation in childcare services.

I voluntarily agree to the terms outlined above and confirm that I have signed this waiver willingly and knowingly.

CHILDREN'S ROOM EVENT WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability ("Agreement") is entered into between Black River Fitness LLC ("Black River Fitness"), and the undersigned individual ("Member").

Please email blackriverfit@gmail.com to list any relevant health and behavioral needs.

Please email blackriverfit@gmail.com to provide two emergency contacts.

Acknowledgment of Risk:

I understand that participation in activities in the children's room may involve inherent risks, including but not limited to physical injury, emotional distress, or damage to personal property. I acknowledge that mine and my child's participation in these activities is voluntary, and I assume full responsibility for any and all risks associated with such participation.

Parental Responsibility:

I understand that it is my responsibility to supervise my child(ren) while participating in events held at Black River Fitness. I agree to never leave Black River Fitness's event rental room or gym facility while my child is in attendance, and understand that by participating in an event that does not mean Black River Fitness is in charge of supervising my child. Leaving my child at any events or parties held at Black River Fitness without supervision is abandonment, and will be treated as such. I understand and acknowledge that as the parent/guardian, I am ultimately responsible for the well-being and safety of my child, and that I have provided accurate information regarding any special medical or behavioral needs.

Medical Treatment:

In the event of an emergency, I authorize Black River Fitness to seek medical treatment for myself or my child if necessary. I understand that Black River Fitness will make every effort to contact me or my emergency contacts in such cases. I agree that my child's care may be passed off to my emergency contact or legal authorities in case of emergent injury to myself.

Agreement:

By signing this waiver, I, the undersigned parent/guardian, do hereby release and hold harmless Black River Fitness, its employees, agents, contractors, and representatives from any and all claims, liabilities, demands, actions, or causes of action, including personal injury or property damage, arising out of or related to my child's participation in events held at Black River Fitness. I have read and fully understand the terms of this waiver and release of liability. I agree to indemnify and hold harmless Black River Fitness from any claims, demands, losses, or damages, including legal fees, arising out of any actions or inactions that result in injury or damage during my child's participation in events held at Black River Fitness.

I voluntarily agree to the terms outlined above and confirm that I have signed this waiver willingly and knowingly.