



GUEST AGREEMENT

I, Guest of MEMBER, agree to follow all policies of Mind Your Fitness identified below, posted in the fitness center, and as instructed by my MEMBER. **I understand that use of the tanning booth is prohibited as a guest.** I am requesting access to Mind Your Fitness facility on the date of: _____ . I understand this guest pass is limited to this date only.

Guest Name: _____
Guest Signature: _____ Date: _____

I, MEMBER, agree to assure my guest will adhere to all fitness center rules, regulations & policy as identified in my signed membership agreement, and of those posted in the fitness center.

Member Name: _____
Member Signature: _____ Date: _____
(MYF Guest Agreement Rev. A)

EQUIPMENT USE

I, Guest of Member, agree to use all equipment only in the manner in which it was designed and intended by the manufacturer. All signs and posted notices regarding equipment, if any, must be followed. Mind Your Fitness reserves the right to set time limits or other restrictions on the use of equipment. I, Guest of Member, agree not to modify or move the equipment. If you notice any equipment that does not appear to be in working condition, you agree to not use the equipment and notify Mind Your Fitness immediately. No free weights or other items may be used in conjunction with any of the equipment unless the equipment is specifically designed and intended for such usage. You understand you are not allowed to bring or use your own equipment at Mind Your Fitness facilities. You further agree to clean off all equipment with a clean towel after use.

MEDICAL RESPONSIBILITY

I, Guest of Member, agree that I am responsible for my own training regimen. You understand you should consult with appropriate medical professionals before using Mind Your Fitness facilities or equipment. You agree you will not use Mind Your Fitness facilities or equipment with any medical condition that would impact on your use, nor will you use any Mind Your Fitness facilities or equipment with medical conditions such as open sores, cuts abrasions, infections, maladies, the inability to maintain personal hygiene, or other such impairments if such a condition would pose a direct threat to the safety or health of yourself and others. You agree to use the facilities in accordance of all public health codes and regulations. You agree to not use Mind Your Fitness facilities or equipment while under any medication that impairs on your ability to safely use Mind Your Fitness facilities or equipment, or while under the influence of alcohol or any illegal substance.

DAMAGE TO PROPERTY

You agree you are responsible to Mind Your Fitness for any damage as a result of neglect or misuse to Mind Your Fitness facilities or equipment.

VENUE

This agreement shall be interpreted under Minnesota Law. Any dispute under this agreement shall be venued in Chippewa County, Minnesota.

SEVERABILITY

If any part of this agreement, the polices, posted signs or the Waiver and Release Form are held by a court to be void, cancellable, or otherwise ineffective, all other terms of this agreement, the policies, posted signs and the Waiver and Release Form shall remain in effect.

I have read and agreed to all the terms of the above agreement. I acknowledge I have received a copy of this agreement as well as the current list of policies.



MIND YOUR FITNESS WAIVER AND RELEASE

PLEASE TAKE NOTICE:

I AM AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM GIVING UP MY RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST MIND YOUR FITNESS FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE OR MALFUNCTIONING PRODUCT ON ITS PREMISES AS WELL AS OTHER CLAIMS, DESCRIBED BELOW.

I understand this is not a waiver for liability for intentional, willful or wanton acts on behalf of the Company.

ASSUMPTION OF RISK

I understand there is an inherent risk of injury, whether caused by me or someone else, in the use of or presence at Mind Your Fitness facilities. This risk includes, but is not limited to Injuries arising from the use of any Mind Your Fitness equipment or facilities, including any accidental or "slip and fall" injuries.

I have read and understood the above Waiver Notice and the Assumption of Risk Notice. I further understand and voluntarily accept this risk. I agree to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property for me, any person that is a part of this membership and any guest under this membership while such persons are using or present at Mind Your Fitness.

RELEASE OF LIABILITY

Further, I waive any and all claims or actions that may arise against Mind Your Fitness LLC, its affiliates, subsidiaries, successors or assigns (referred to collectively as "Mind Your Fitness" or THE COMPANY) as well as each party's owners, directors, employees, agents or volunteers as a result of any such injury, loss, theft, or damage to any such person, including and without limitation, personal, bodily or mental injury, economic loss or any damage to me, my spouse, my children, or guests resulting from the negligence of Mind Your Fitness, or any of its owners, directors, employees, agents or volunteers, or anyone else using Mind Your Fitness.

I agree to defend, indemnify and hold Mind Your Fitness harmless against any claims arising out of the negligent or willful acts or omissions of me, any person that is a part of my membership, or any guest under this membership.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE, INCLUDING, BUT NOT LIMITED TO, THE WAIVER NOTICE, ASSUMPTION OF RISK NOTICE, AND THE RELEASE OF LIABILITY. I ACKNOWLEDGE I HAVE RECEIVED A COMPLETE COPY OF MY MEMBER USAGE AGREEMENT, THE MOST CURRENT SET OF POLICES, AND THIS FORM.

Print Guest Name: _____

Guest Signature: _____ Date: _____

Mind Your Fitness Staff Approval: _____

(Guest Waiver Agreement Revision A)