

ENTRY WAIVER AND RELEASE - FULL ASSUMPTION OF ALL KNOWN AND UNKNOWN RISKS

All references to SMASH and Coast Fitness LLC (herein "Coast") also includes Coast's Landlord, successors and assigns and its authorized agents and independent contractors (herein "related parties").

Using Coast's facilities involves the risk of injury, danger and hazards to you whether or not you or someone else causes injury or death. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your participation in the activities offered by Coast, whether related to exercise or not, you understand and voluntarily accept this risk and agree that Coast, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or damage to you, your spouse, guests, unborn child, or relatives resulting from the negligence of Coast or anyone on Coast's behalf or anyone using the facilities whether related to exercise or not. Further, you understand and acknowledge that Coast does not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that Coast is providing recreational services and may not be held liable for defective products. **Indemnity.** You agree to indemnify Coast, its affiliates, agents and employees against any and all liability incurred by you during your use of any and all Coast facilities including the advance payment of all legal fees and estimated costs incurred by Coast. **Media Release.** You agree that Coast may use, at no cost to Coast, your image, photograph or picture in any video or other type of advertising it desires or produces. **Health Warranty.** You represent that you are in good health and have no disability, impairment, injury, disease, or ailment, preventing you from engaging in active or passive exercise or which could cause increased risk of injury or adverse health consequences as a result of exercise. You agree to assume full responsibility for your use of Coast's facility and shall indemnify Coast, its affiliates, agents and employees, against any and all damages arising out of your use of the facilities. **Medical Disclaimer.** You acknowledge that Coast has made no claims as to medical results that can or may be obtained through use of any Coast facility. Coast has neither suggested nor will it suggest any medical treatment to Members and Guests at its facilities. Only licensed medical professionals are qualified to give medical advice. You represent that there is no medical or physical condition that would preclude you from the use of Coast's facilities and you further represent that you have not been instructed by any physician not to use Coast's facility or any similar facility. **Governing Law.** This Agreement shall be interpreted under the laws of the State of California with venue in Los Angeles County, CA. **Time of Use.** The Guest's right to use the facility will automatically expire 72 hours after execution of the agreement.

By voluntarily signing below I give my express consent to be contacted by and/or receive marketing related communications by direct mail, telephone, email or any other means of contact as determined by Coast. You acknowledge and agree that you have read and fully understand the foregoing and you agree to all terms herein. You further agree to forever waive, fully release, hold harmless, defend and indemnify Coast and all related parties, from any and all claims, demands, injury, wrongful death, loss of service, all damages, actions or cause of action caused by you or your use of the Coast facilities, any Coast services, even if this waiver or the released claims are caused in whole or in part by negligence of Coast or any related parties.

ENTRY AND USAGE GUIDELINES

In order to make your workout enjoyable, safe and results-oriented, we ask that you honor and respect the following rules:

1. Present your Membership Card or U.S. government issued ID for copy prior to gym entry and for all purchases.
2. Enjoy your workout, respect other members and promptly dispose of any trash or waste products.
3. Keep your valuables, personal items and cell phone in your secured locker for safekeeping.
4. Bring a workout towel and please wipe down equipment after use.
5. Consult with your doctor prior to using the gym or any Tanning and Hydro-Massage equipment.
6. Workout in gym appropriate attire, wear rubber soled shoes and store all gym bags in the locker room.
7. Report to management any equipment which is not working properly or to your satisfaction.
8. Be courteous to other members and re-rack your weights, equipment and plates to insure club safety.
9. Advise management of any unsatisfactory club condition, personnel or safety hazard.
10. Lockers will be cleaned nightly, all locks will be removed and any remaining contents will be disposed of.
11. In case of any emergency, Dial 911 and then contact management personnel.
12. Attendants are not provided in the Spa, Sauna or Locker Room area. Use this area at your own risk.
13. No animals (except service animals) are allowed in the gym at any time.
14. Coast Fitness is not responsible for any accidents, injuries or lost, stolen, damaged or misplaced items and member assumes all risks and injury while in the gym.
15. Review and follow manufacturer instructions for the proper use of machines and equipment or see any on-duty trainer for specialized instruction.
16. Do not attempt to repair or remove any fitness equipment from the gym.
17. Do not attempt to use, adjust or operate fitness equipment which is beyond your physical limitations or capabilities.
18. Report to management any vandalism or unauthorized people in the gym.
19. No smoking, illegal substances, steroids, performance enhancing drugs or alcoholic beverages are allowed in the gym.
20. Children under 14 years of age are not permitted on the gym floor without full-time adult supervision.
21. Operating days and hours are determined solely by management and may be modified, changed or the gym may be temporarily closed at any time.
22. Refrain from using cellphones or cameras in the locker room.
23. Handle all equipment with care and limit any excessive noise or disrespectful language.
24. The gym and all parking areas are under video surveillance at all times.
25. Follow all posted signage in the gym and parking area.
26. Control weights, dumbbells and machine weight stacks to avoid dropping, damage or unsafe conditions.
27. A nightly gym closing announcement will be made thirty minutes prior to closing. Please complete your workout and shower before closing time.
28. Guest visits are limited to only one (1) guest visit per person during any 180 day period.

All employees at Coast Fitness are committed to providing you with the best exercise equipment available, an immaculately clean facility and highly responsive customer service. We always welcome your comments, suggestions and equipment recommendations at owner@coast-fitness.com

Agreed and accepted on (date): _____ Time: _____ AM / PM

By (signature): _____ Phone: _____

Print Name: _____ Email: _____

Approved by (Coast Fitness): _____

A COPY OF YOUR ID IS REQUIRED PRIOR TO ENTRY.