

CONSENT, WAIVER, AND RELEASE

In connection with, and in consideration for, the undersigned member's ("Member") use of Hall of Heroes, LLC's ("HoH") Hall of Heroes Iron Gym facility ("The Gym"), HoH and Member agree as follows:

Assumption of Risk

Member agrees and understands that use of the Gym and participation in Gym classes, events, programs, and training is inherently hazardous and involves certain personal dangers and risks, including without limitation, paralyzing injury, death, or contracting any infectious communicable disease, such as, without limitation, measles, mumps, Influenza, coronavirus (including COVID-19), chicken pox, rubella, and whooping cough, regardless of whether the source is a member, participant, instructor, staff member, third party, or any other individual present at the facility. Member assumes these risks and dangers to person and property.

Waiver and Release

Member, on their own behalf, and on behalf of their heirs, administer, executor and assigns, waive, release, and agree to indemnify, defend, and hold harmless HoH, its owners, subsidiaries, stockholders, officers, directors, members, associates, employees, representatives and agents, including the Gym staff (hereinafter collectively referred to as the "Released Parties"), from any claim, liability, demand, loss, cost or expense, including attorneys' fees, or liability of any kind arising out of or related to my use of the Gym, including, but not limited to, any injury, medical condition or complication, or damage or loss of any kind to person or property, whether caused by the negligence of the Released Parties or caused by the acts or omissions of the other users of the Gym or of other third parties.

HoH assumes no responsibility for any personal property used, placed in or about the facility.

Medical Treatment

Member recognizes and agrees HoH has no duty to provide any care or services to them as a result of their use of the Gym. However, in the event Member sustains any injury or medical condition or complication either before, during, or after exercise or recreation in the Gym, Member authorizes HoH to do the following, should it so choose:

1. Voluntarily perform on-site treatment for any injury, condition or complication and to provide transportation for the purpose of treatment elsewhere. Member understands that on-site treatment may not be performed by persons having medical training, including training as Emergency Medical Technicians, and acknowledges that HoH has not represented to Member that any such treatment may be performed by person having such training. Member understands that HoH will not expect or accept any remuneration should it (1) perform any on-site treatment and/or (2) provide transportation for the purpose of obtaining treatment elsewhere. In return for the providing of any voluntary treatment and/or transportation, Member hereby releases and agrees to indemnify, defend, and hold harmless HoH from any injury, claim, liability, demand, loss, cost or expense, including attorneys' fees, or liability of

any kind arising out of or relating to such treatment and/or transportation, whether caused by the negligence of the persons performing the treatment or providing the transportation.

2. Member also authorizes HoH to make arrangements with third parties for medical treatment for any injury, condition or complication, including but not limited to emergency, laboratory, diagnostic or surgical treatment, and to make arrangements with third parties for transportation for the purpose of obtaining such treatment. Member hereby consents to this treatment and to transportation to any emergency medical services, physicians, nurses, or other medical personnel, hospitals and/or medical transportation services that HoH, in its sole discretion, may select. Member agrees they will assume full responsibility for payment of such treatment and/or transportation.

Rules, Policies, Practices, and Protocols

Member agrees they will, at all times, follow all applicable safety and health rules, policies, protocols, practices, and directions (the "Health and Safety Policies"). Copies of current Health and Safety Policies are available at the Gym and at [www.hallofheroesirongym.com]. By signing this agreement, Member represents they have read and understood and will comply with all applicable Health and Safety Policies.

Miscellaneous Provisions

Any legal action arising from or related to Member's use of the Gym or arising under this agreement shall be commenced in the county in which the Gym is located. This agreement is governed by the laws of Ohio.

This agreement contains the entire understanding of the parties relative to the subject matter herein. This agreement may only be modified in writing, signed by HoH and Member.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Acknowledgment and Signature

I understand that HoH is relying on this agreement to provide me access to and use of the Gym, and I agree to be legally bound by this agreement. I acknowledge that I have read and fully understand all of the provisions in the agreement and I freely and voluntarily agree to the same. This agreement shall be binding upon me and my heirs, administrator, executor and assigns. I agree that this agreement may be stored and archived in electronic form and will serve as an original. I agree this agreement and my signature may not be denied legal effect or enforceability solely because it is in electronic form.

MEMBER

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

HALL OF HEROES, LLC

BY: _____

TITLE: _____

DATE: _____