FitTek LLC Early Access Terms and Rules

1. Yearly Fee for early access is \$50 and is added to your January dues payment each year. The fee is prorated when you join at \$4.16/month paid in full till the end of the year. You must notify the gym before January 1st to cancel your early access privilege and avoid being charged. No refunds are given for early cancellation. A key fob will be issued and an \$8 refund given when you return it. There is an \$8 replacement fee if you lose your fob.

2. Early Access Rules:

- -If there are only 1-2 people in the gym you are required by our insurance company to wear an emergency 911 call device. They are located by the front door. There is also a panic button on the east cardio wall. You can talk to 911 through the devices.
- -Hold your FOB close to the reader until the light turns green
- -You will be able to get in 4:30AM till we open, except Sundays
- -There is a slight time delay to get out the door if it's just been opened [15-20sec]
- -There is no access on New Year's Day, Christmas Day or Thanksgiving
- -If you can't exit for some reason, use the side door for emergency exit
- -Turn on lights [every other], fans and equipment as needed
- -Do not give others entry under any circumstances
- -No guests allowed
- -If you leave and no one is in the gym, turn off lights and fans
- -Local calls may be made on the telephone at the front desk
- -An AED is in the facility
- -Emergency procedure is posted by the telephone at the front desk
- -In the event of severe storm warnings, we strongly suggest you go home
- -Bring your cell phone for emergencies or power outage
- -Fees subject to change but it will be posted prior to early access renewal in January

You must agree to stay off the cardio equipment from 6-6:25am, M-F!! Please do your cardio routine before or after the 6-6:25AM [M-F] rush so the cardio machines are open for the regular members. If you are on the cardio at this time, you may be asked to get off. Usually this isn't an issue until after New Year's. It is fine to be in the weight areas. Thank you.

I [We] have read these terms and rules,		
Print name	Date	
Print name	Date	

Fittek LLC Early Access Addendum

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

[This form does not replace Fittek gym waiver]

Fittek Early Access is permission to have access to the facility and to use Fittek equipment for fitness and conditioning from 4:30 a.m. until Fittek opening time. Fittek knows that this access is important to many clients and has taken steps to fill this need. Nevertheless, Fittek feels it is important that clients know that Early Access carries with it certain risks not faced during regular business hours. Some, but not all, of the additional risks of Early Access are:

- There are no Fittek trained attendants on hand to supervise.
- There may or may not be other clients in the facility. In addition, it is likely that these clients will be untrained in emergency care.
- All risks inherent in a supervised fitness setting are enhanced when no trained attendants are present.
- Serious illnesses or injuries (e.g., head injuries, arterial lacerations, strokes, and heart attacks) can become life threatening if emergency care is delayed.
- Satisfactory emergency care may be unavailable or delayed.
- Regardless of the security provided by Fittek, the dangers resulting from the entry of unauthorized persons is increased leaving you more vulnerable to harm (e.g., assault, rape, and robbery).
- Danger of being accosted in the parking lot or sidewalk is greater in the early hours of the morning than during regular club hours.

I [we] assert that I [we] understand these listed enhanced risks and realize that there are other inherent risks of Early Access not listed here. I [we] hereby assert that my [our] participation at Fittek Early Access is voluntary and that I [we] knowingly assume all inherent risks of Fittek Early Access.

In consideration of permission for Fittek Early Access, today and on all future dates, I [we], (on behalf of myself, my [our] spouse, heirs, personal representatives, and assigns) do hereby waive, release, discharge and covenant not to sue Fittek, LLC (including, owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers) from liability from any and all claims arising from the ordinary negligence Fittek or any of the above listed parties.

Name of CLIENT (Print)	Signature of CLIENT	Date	
Name of CLIENT (Print)	 Signature of CLIENT	 Date	