

FORTE FITNESS CENTER, LLC

GYM USE AGREEMENT AND WAIVER

SOCIAL MEDIA POLICY

On Forte Fitness Center LLC's ("Forte Fitness") Facebook page, members can read about its services and fun activities, and interact with other fans of Forte Fitness. My participation in interacting with the Forte Fitness Facebook page indicates that I acknowledge and agree to the following guidelines:

- I will be polite, even if I disagree with things that have been posted. Personal attacks, offensive remarks, and foul language are not appropriate.
- Posting that are off-topic may be removed.
- Posting of spam or solicitations of other products, services or fundraising activities may be removed.
- I will respect Forte Fitness' intellectual property rights and the rights of others.
- All postings should be made by actual identifiable people. Postings from obviously fake or anonymous profiles may be deleted.
- Forte Fitness is not liable for anything posted on the Forte Fitness Facebook page by a third party. When I access the Forte Fitness Facebook page, I do so at my own risk.
- Forte Fitness reserves the right to remove or edit any content on its Facebook page for any reason.
- Forte Fitness and its designees may use my postings in any manner at its sole discretion, without any payment to me, and by posting I grant Forte Fitness permission for this use.

Forte Fitness can also be followed on Instagram and members can give their thoughts and comments on Forte Fitness products, services and activities. Forte Fitness will do its best to reply to any general comments or questions on Instagram, but Forte Fitness is unable to reply to questions about orders, contests, customer services or membership via Instagram. Any comments or questions should be directed to [fortefitness@rsbaffiliate.com]. My participation in interacting with Forte Fitness on Instagram indicates that I acknowledge and agree to following guidelines:

- Unless the Instagram account is identified as [@ForteFitnessCenter], it is not the official Forte Fitness Instagram.
- Forte Fitness will not reply to any comments that are off-topic, contain personal attacks or foul language.
- Forte Fitness is not liable for any Instagram posts, comments or tags by a third party. I agree that access to the Forte Fitness Instagram is at my own risk.
- Forte Fitness reserves the right to remove or edit any comments, tags or posts for any reason.
- Forte Fitness and its designees may use my Instagram posts or comments in any manner in its sole discretion, without payment to me, and by tagging Forte Fitness or commenting on Forte Fitness' Instagram posts, I grant Forte Fitness permission for this use.

Forte Fitness can also be followed on Twitter and members can give their thoughts and replies on Forte Fitness products, services and activities. Forte Fitness will do its best to reply to any general comments or questions on Twitter, but Forte Fitness is unable to reply to questions about orders, contests, customer services or membership via Twitter. Any comments or questions should be directed to [fortefitness@rsbaffiliate.com]. My participation in interacting with Forte Fitness on Twitter indicates that I acknowledge and agree to following guidelines:

- Unless the Twitter account is identified as [@forte_fitness_], it is not an official Forte Fitness Twitter Feed.
- Forte Fitness will not reply to any Tweets or replies that are off-topic, contain personal attacks or foul language.
- Forte Fitness is not liable for any Tweets or replies by a third party. I agree that access to the Forte Fitness Twitter is at my own risk.
- Forte Fitness reserves the right to remove or edit any Tweets or replies for any reason.
- Forte Fitness and its designees may use my Tweets or replies in any manner in its sole discretion, without payment to me, and by Tweeting or replying to Forte Fitness, I grant Forte Fitness permission for this use.

Forte Fitness does not guarantee the accuracy of anything on the Forte Fitness Facebook page, Instagram account or Twitter feed. Nothing in any Facebook, Instagram or Twitter communication constitutes a binding representation, agreement or endorsement on the part of Forte Fitness.

I hereby grant Forte Fitness permission to use my likeness in photographs, videos, or other digital media ("Photos") taken of me at Forte Fitness facilities, classes, events and activities, in any and all of Forte Fitness' publications, including, but not limited to web-based publications and applications, without payment or other consideration. I understand and agree that Forte Fitness may use such Photos with or without my name and for any lawful purposes, including, but not limited to, publicity, illustration, advertising, Forte Fitness' Instagram, Twitter and Facebook, and web content.

INFORMED CONSENT LIABILITY WAIVER

I understand and expressly agree that my use of the Forte Fitness facility and the services offered by Forte Fitness involves the risk of personal injury, damage to property, and/or death. In consideration of my participation in the activities and use of the facilities, exercise equipment and/or services offered by Forte Fitness, I understand and voluntarily accept full responsibility for any risk of injury, loss, damage to property or death arising out of or related to use of the facilities, exercise equipment and/or services offered by Forte Fitness. I further agree that Forte Fitness will not be liable for any injury, including, but not limited to, personal bodily, mental injury or disability, death, economic loss or any damage to me, my spouse or domestic partner, guests, unborn children, heirs or relatives resulting from the negligent conduct or omission of Forte Fitness or anyone acting on Forte Fitness' behalf, whether related to exercise or not. Accordingly, to the fullest extent permitted by law, I do hereby forever release, waive, discharge and hold harmless Forte Fitness and each of Forte Fitness' officers, affiliates, directors, agents, staff, volunteers, suppliers, licensors, licensees, employees, representatives and contractors from and against any and all actions, judgments, settlements, claims, liabilities, losses, damages, expenses, and costs (including court costs and attorney's fees), including, without limitation, for any property damage, personal injury, death or any other action claim, liability, loss, damage or expense against Forte Fitness based on Forte Fitness' operations of Forte Fitness' business or premises. I further understand and acknowledge that Forte Fitness does not manufacture fitness or other equipment or other equipment in its facilities, but purchases and/or leases equipment and therefore Forte Fitness will not be held liable for defective products.

I agree to comply with Forte Fitness' membership policies and rules that may be communicated to me from time to time either in writing, through club signage or verbally. Forte Fitness may, in its sole discretion, modify the policies and any rule without notice at any time. Forte Fitness reserves the right to refund the pro-rated cost of unused services and terminate any membership immediately for violation of any membership policy or rule.

The invalidity, illegality or unenforceability of any provision of this agreement will in no way affect the validity, legality or enforceability of any other provision. By signing below, I acknowledge and agree to all terms in this agreement.

Participant's Name: _____

Age of Participant: _____

Signature of Parent/Guardian OR Participant over the age of 18: _____

Printed name of Above Signatory: _____

Date: _____