

Ironstone Performance Membership Contract, Terms, and Conditions

This Strength Coaching Contract (“Contract”) is entered into on the date of submission (“Effective Date”), by and between Ironstone Performance and its coach(es) (“Ironstone”), and the person whose name is entered in the digital form (the “Client”), (collectively the “Parties”). The Client certifies that he/she is at least 18 (eighteen) years of age or is signed for on behalf of a parent or legal guardian.

1. **Terms and Conditions for Group Strength Training** (the “Crew Training”). The Parties agree to the following terms and conditions:
 - a. The Client is engaging Ironstone for strength coaching services to be provided by Ironstone. Crew Training will be available weekday (Monday, Tuesday, Wednesday, Thursday, and Friday) mornings (approximately 6 am to 10 am, but the exact times are subject to change) at Seattle Strength and Power (“SSP”) at 1511 3rd Ave. (lower level) Seattle, WA 98101. Dates and times may be subject to change, but will be announced in advance. If the Client does not see the announcement, that is not a breach of this contract; while Ironstone will try to make the Client aware of the announcement, it is the Client’s responsibility to be up to date on announcements.
 - b. Ironstone will create an exercise program geared to the Client’s fitness level and experience, which is also appropriate for the Client’s objectives. During Crew Training, the Client will train alongside other Crew Training Members. The Client will help spot the other Crew Training Members. Although the Crew Training is not private, Ironstone will ensure that the Client receives coaching which will be personalized to him/her.
 - c. The Client may arrange with Ironstone to design additional training programming to be performed by the Client without supervision or coaching by Ironstone outside of normal Crew Training hours. The Client is aware that training without professional supervision can be very dangerous and can result in injury. Ironstone strongly recommends the Client uses extreme caution when training without Ironstone supervision and the Client always uses spotters when lifting weights. Ironstone also strongly recommends that the Client use reasonable care in the use of any exercise equipment when training without Ironstone supervision.
 - d. Any violation of Seattle Strength and Power’s Membership Terms or rules by the Client or any revocation of the Client’s Seattle Strength and Power Membership will immediately revoke the Client’s status as a Crew Training Member.
 - e. The Client agrees to inform the Ironstone of any and all conditions, medical or otherwise, or other lifestyle factors that may affect the Client’s ability to participate in Crew Training Sessions. As new medical conditions or injuries arise for the Client he/she agrees to notify Ironstone. Ironstone cannot be held liable for any injuries incurred due to a failure on the Client’s part to disclose a condition, medical issue, or lifestyle factor.
 - f. The Client agrees to sign the attached Ironstone Performance Informed Consent and Assumption of Risk and Release of Liability, which is hereby incorporated herein.
2. **Crew Training Session.** Crew Training Sessions may include, but are not limited to, the following activities: testing of physical fitness; exercise; aerobics and aerobic conditioning; cardiovascular training; weight training; and stretching.
3. **Ironstone Payment.** To join the Crew Training and to remain in good standing, the Client must make a monthly payment to Ironstone. The payment amount is dependent on the number of days per week the Client wishes to use Crew Training (regardless of how many days the Client actually avails themselves of the Crew Training). The price for five days per week is \$500 per month; the price for four days per week is \$450 per month; the price for three days per week is \$400 per month; the price for two days per week is \$350 per month; the price for one day per week is \$300 per month. Payment is due on or before the Effective Date. Crew Training Membership prices may be subject to change with notice. The Client may change the number of days per week that the Client wishes use Crew Training at any time. If the Client increases the days per week that they utilize Crew Training, the are responsible for the difference in payment from the Client’s previous frequency of attendance to the new frequency of attendance. If the Client is decreasing the number of days per week they utilize Crew Training, the Client is not entitled to a refund, credit, or any compensation for the difference between the amount paid and the new dues for the fewer days per week. The reduced price will be applied to the following month’s dues.
 - a. Crew Training is time available each week for strength coaching with Ironstone; there is no daily or pro rata basis applied to the monthly charge. The Client owes Ironstone their monthly dues regardless of how frequently or infrequently the Client avails themselves Crew Training, or any other services provided by Ironstone or its affiliates.
4. **Late/Early Arrival.** Crew Training is conducted during a fixed time, as specified at the time of the agreement, or as agreed at a later date by the Client and Ironstone. By arriving early, before the start of Crew Training, the Client is not entitled to receive an early start to Crew Training; the Client can begin to warm up, but no coaching will be provided prior to Crew Training’s specified start time. Similarly, if the Client arrives at the end of Crew Training, or arrives before the end but stays past the end of Crew Training, Ironstone is not obligated to stay past the end of the Crew Training session to coach the Client. If the Client fails to attend a scheduled session of Crew Training, there will be no direct penalties, other than a missed opportunity to make progress toward his/her goal. However, the Client will not be refunded or compensated in any way for the missed session or due to any late or early arrival or no show or any other reason.
 - a. Ironstone will make a best effort to always be in SSP at the time of Crew Training, unless Crew Training has been canceled on a particular day due to holiday or other reason. However, a late arrival on behalf of Ironstone shall not be considered a breach of this Contract.
5. **Medical Approval.** Ironstone is not and does not claim to be medical doctors, chiropractors, nutritionists, massage therapists, or medical personnel of any kind. The Client should consult his/her physician before starting any exercise program and specifically strength training. Any exercise or related information given by Ironstone is not medical advice, nor is it a substitute for

professional advice, diagnosis, or treatment of any disease or condition and should be approved by the Client's physician before the Client implements any new exercise. Similarly, any nutritional information given by Ironstone is for educational purposes only. The Client should consult with his/her nutritionist and physician before changing his/her diet.

6. **Photo/Video Release.** Unless otherwise modified in writing, the Client agrees to allow Ironstone to take photos and record videos of any and all Crew Training Sessions. The Client further agrees to allow Ironstone to alter any such photos or videos without the need for Client's further approval, and the Client agrees that Ironstone may use his/her video, image, or likeness for its business use in promotion and advertising materials in both print and digital formats. Ironstone will not pay the Client any compensation, financial or otherwise, for the use of the Client's video, image, or likeness in this way.
7. **Termination.** Either of the Parties may terminate this Contract upon thirty (30) days prior written notice to the other. In the event of termination by the Client, Ironstone shall not refund the Client any monies paid for any unused Membership time. In the event of termination of the Contract by Ironstone, Ironstone shall refund the Client any monies paid for any unused Membership time. Ironstone reserves the right to terminate this Contract at any time for any reason.
8. **Indemnity.** The Client agrees to indemnify and hold harmless Ironstone against any and all claims, lawsuits, liabilities, or actions of any kind whatsoever for liability, damages, compensation, including attorney's fees and related costs, brought by third parties against Ironstone, arising from my actions, or those acting on my behalf with regard to weight training, exercise, receiving coaching, and/or any physical activity in relation to Ironstone.
9. **Warranties.** There are no actual or implied warranties contained in this Contract. While Ironstone fully believes exercise, and specifically exercise personalized to the Client, is beneficial to the Client's health and wellness, and believes in the efficacy of Ironstone's methods in achieving the desired results for the Client, Ironstone cannot guarantee the results that the Client will obtain from Crew Training Sessions. Ironstone makes no representations and/or warranties that the Client will lose weight, gain muscle mass, gain strength, be able to engage in any specific physical and/or athletic activity, or will attain any other particular and/or specific results. The Ironstone strongly encourages the Client to follow a healthy diet in conjunction with personal training and continued exercise.
10. **Entire Agreement.** This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered, or supplemented except in writing signed by both Ironstone and the Client.
11. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and further legal action ensues, the successful Party will be entitled to its legal fees, including, but not limited to its attorneys' fees and costs.
12. **Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that he/she has the authority to enter into this Contract. By responding to the email with "I agree" or "I agree to the terms and conditions" or something similar is complete agreement to the Contract by the Client.
13. **Severability.** If a court finds any provision of this Contract to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **Waiver.** The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
15. **Applicable Law.** This Contract shall be governed and construed in accordance with the laws of the State of Washington.

BY CLICKING OR WRITING "I AGREE TO THE TERMS AND CONDITIONS" OR "I AGREE" OR A SIMILAR AGREEMENT THE CLIENT ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CLIENT IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. THE CLIENT IS ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF AGREEMENT, WHICH CAN BE DOWNLOADED OR PRINTED BY THE CLIENT. THE CLIENT IS ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

ATTACHMENT 1

IRONSTONE PERFORMANCE INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In consideration of the opportunity to train with Ironstone Performance ("Ironstone"), the Client hereby agrees to this Informed Consent and Assumption of Risk and Release of Liability ("Waiver and Release"), entered into on the date of submission (the "Release Date"), which is material to the above Strength Coaching Contract and is incorporated therein.

The Client agrees as follows:

1. I acknowledge that there is an inherent risk of injury while engaging in exercise, such as covered in the above Contract, and including, but not limited to: weight training, exercise, receiving coaching, and/or any physical activity ("Activities"). As consideration for the right to participate in these Activities with Ironstone, I, hereby knowingly and voluntarily enter into this waiver and release of liability, for myself, my heirs, executors, administrators, assigns, or personal representatives, and

hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge Ironstone, its Coach(es), affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, insurers, landlords, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities.

2. I voluntarily am participating in the aforementioned Activities and I am assuming any and all risk, both known and unknown, which may arise from participating in these Activities. I am aware of the risks associated with participating in these Activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and even death. I understand that these injuries or outcomes may arise from my own or others' negligence, or the condition of the location(s) at which I engage in these Activities.
3. I further assume any and all risk of damage to any equipment that I may cause when used while engaging in these Activities. Ironstone is not responsible for any equipment that I may damage in SSP or another facility caused by me while engaging in these Activities or in any way related to Ironstone's programming or advice.
4. I understand that this Waiver and Release survives beyond the termination of the Strength Coaching Contract.
5. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Ironstone, its agents, or employees.
6. If I should require medical care or treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.
7. If any damage to equipment or facilities occurs because of my willful, neglect or reckless actions, I acknowledge and agree to be held liable for all costs associated with any ensuing causes of actions.
8. If any provision contained within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
9. The Client certifies that he/she is of adequate physical condition to participate in physical exercise. Client has undergone an evaluation by a doctor to certify the Client fit to engage in physical activity, exercise, and weight training. Client certifies that he/she will disclose to the Ironstone whenever suggested Activities cause distress beyond Client's threshold.

ATTACHMENT 2

SEATTLE STRENGTH AND POWER INFORMED CONSENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In consideration of the opportunity to train in Seattle Strength and Power ("SSP"), the Client hereby agrees to this Informed Consent and Assumption of Risk and Release of Liability ("Waiver and Release"), entered into on the date of submission (the "Release Date"), which is material to the above Strength Coaching Contract and is incorporated therein.

The Client agrees as follows:

1. I acknowledge that there is an inherent risk of injury while engaging in exercise, such as covered in the above Contract, and including, but not limited to: weight training, exercise, receiving coaching, and/or any physical activity ("Activities"). As consideration for the right to participate in these Activities with SSP, I, hereby knowingly and voluntarily enter into this waiver and release of liability, for myself, my heirs, executors, administrators, assigns, or personal representatives, and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge SSP, its Coach(es), affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, insurers, landlords, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities.
2. I voluntarily am participating in the aforementioned Activities and I am assuming any and all risk, both known and unknown, which may arise from participating in these Activities. I am aware of the risks associated with participating in these Activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and even death. I understand that these injuries or outcomes may arise from my own or others' negligence, or the condition of the location(s) at which I engage in these Activities.
3. I further assume any and all risk of damage to any equipment that I may cause when used while engaging in these Activities. SSP is not responsible for any equipment that I may damage in SSP or another facility caused by me while engaging in these Activities or in any way related to SSP's programming or advice.
4. I understand that this Waiver and Release survives beyond the termination of the Strength Coaching Contract.
5. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of SSP, its agents, or employees.
6. If I should require medical care or treatment, I agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.
7. If any damage to equipment or facilities occurs because of my willful, neglect or reckless actions, I acknowledge and agree to be held liable for all costs associated with any ensuing causes of actions.

8. If any provision contained within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
9. The Client certifies that he/she is of adequate physical condition to participate in physical exercise. Client has undergone an evaluation by a doctor to certify the Client fit to engage in physical activity, exercise, and weight training. Client certifies that he/she will disclose to the SSP whenever suggested Activities cause distress beyond Client's threshold.