



## Gym Agreement

Client Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Email completed form to Sophie Penichet, [SPenichet@thelinehotel.com](mailto:SPenichet@thelinehotel.com)

### **Term & Payment**

This Gym Agreement between Client and Adams Morgan Hotel Owner LLC d/b/a The LINE DC (the "Gym") is an annual contract beginning on the date first written above. Client shall pay to Gym monthly dues in the amount of \$75.00 per month, which will be auto-billed by Gym to the Client credit card on file on the first of each month. The Gym may change monthly dues at its discretion under this Agreement by posting notice of such change in the Gym or providing notice to Client at least thirty (30) days in advance of such change.

### **Termination**

Without limiting the Gym's ability to terminate this agreement for cause, the Gym may terminate this agreement for any reason at any time. Client may terminate this agreement at any time upon thirty (30) days advance written notice to the Gym.

### **Rules and Regulations**

Client agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the Gym training facilities, premises, and equipment therein, and the Gym reserves the right to revoke this agreement for cause if Client fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance of other members or staff. Without limiting Client's obligation to obey the rules and regulations of the Gym presently in force or in the future prescribed, Client agrees that he will obey the rules attached hereto as Exhibit A.

Please note that per DC ordinance starting January 15, 2022, proof of vaccination is required for entry.

### **Liability & Indemnity**

Always consult with a physician before starting any exercise program. If you choose to exercise knowing you have a medical condition, such decision is your personal choice and responsibility. If you experience any pain or difficulty with any exercise undertaken, including without limitation symptoms of weakness, unsteadiness, light-headedness, dizziness, chest pain or pressure, nausea, or shortness of breath, stop immediately and consult your healthcare provider.

By signing below, you hereby acknowledge and agree that your use of our facilities, services, and equipment or premises, involves risk of injury to persons and you hereby assume full responsibility for such risks. Furthermore, you hereby release and hold Gym and its affiliates harmless from all liability to you for any loss or damage, and forever waive any and all claims including injury leading to death, whether caused by the active or passive negligence of Gym and/or its affiliates or otherwise, to the fullest extent permitted by law, while you are in, upon, or about our premises or using any of our facilities, services, or equipment.

**Miscellaneous**

You hereby acknowledge that you have read and understand this Agreement. If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall remain in full force and effect and the offending provision or provisions severed here from.

It is expressly understood and agreed that this agreement is not assignable or transferrable by Client and no rights or privileges granted by this agreement can be transferred or assigned by Client.

After having read the foregoing, and in consideration of Gym and/or its affiliates furnishing its facilities, services, and/or equipment to Client (and the acceptance of the Client's participation with respect hereto), the undersigned agrees, for himself or herself and anyone entitled to act on his or her behalf, to hold harmless, waive, and release Gym and its affiliates from any and all responsibility, liabilities, claims, or demands of any kind arising therefrom.

By signing this Agreement, the undersigned acknowledges that he or she understands its content and that it cannot be modified orally.

ACCEPTED AND AGREED TO:

By: \_\_\_\_\_

Name:

Date:

## Exhibit A

### Gym Rules

**Hours of Operation:** 6:00am – 10:00pm

**Good Standing:** Gym reserves the right to prohibit you from accessing and entering the Gym if there are any outstanding past-due/overdue amounts payable.

**Guests:** You are not permitted to bring any guests to the gym. Gym reserves the right to request identification to confirm membership status at any time.

**Cell Phone and Camera Use:** As a courtesy to others, you may not speak on your cell phone or utilize any video chat application while in the gym. You may take photos or videos in public areas of the gym solely for your personal use. You may not take photos or videos in the gym for any commercial purpose. You are expected to be respectful of others and may not intentionally photograph or film another individual without their permission.

**Personal Property:** You remain solely liable for any property brought onto the gym premises. We will not be liable for the loss or theft of, or damage to, any personal property of you or your guests, including any items left in the gym.

**Dress Code:** You are required to wear appropriate athletic attire and footwear when using any gym equipment.

**Children:** No children under the age of eighteen (18) are permitted to use the gym facilities or equipment.

**Service Animals and Pets:** Service animals that are individually trained to work or perform tasks for individuals with disabilities are permitted to accompany client's with disabilities within the gym; provide, that we may ask you to remove your service animal if, in our discretion, the animal poses a direct threat to the health/safety of others or if its behavior otherwise alters the nature of the business. For the safety of other client's and the animals, pets and emotional support animals are not permitted in the gym.