

RELEASE OF LIABILITY; ASSUMPTION OF RISK

USING THE FACILITIES OWNED OR OPERATED BY U GYM, LLC DBA UFC GYM (INCLUDING, WITHOUT LIMITATION, BOTH INDOOR AND OUTDOOR AREAS SPECIFIED FOR FITNESS ACTIVITIES BY UFC GYM), OR ANY OTHER UFC GYM FACILITIES INVOLVES THE RISK OF INJURY TO YOU OR YOUR GUEST, WHETHER YOU OR SOMEONE ELSE CAUSES IT. SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED BY UFC GYM, INCLUDING THE GENERAL USE OF THE FACILITIES INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT (WHETHER ON YOUR OWN, WITH A UFC GYM EMPLOYEE AND/OR IN A GROUP FITNESS CLASS), OCTAGON, AQUATIC FACILITIES, SPAS, SAUNAS, STEAM ROOMS, UV TANNING, SUNLESS/SPRAY TANNING, BASKETBALL COURTS, RACQUETBALL COURTS AND/OR OTHER SPECIALIZED VENUES AND/OR EQUIPMENT THAT MAY BE LOCATED WITHIN THE FACILITIES AS WELL AS CRYOTHERAPY, MASSAGE AND PERCUSSION THERAPY AND OTHER FORMS OF PHYSICAL THERAPY, YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND RELEASE ULTIMATE NEV, LLC, U GYM, LLC, UG FRANCHISE OPERATIONS, LLC, UG MANAGEMENT COMPANY, LLC, AND EACH OF THEIR RESPECTIVE PARENTS AND AFFILIATES, AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AGENTS AND INDEPENDENT CONTRACTORS THEREOF (THE "RELEASEES"), FROM LIABILITY FOR INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL, BODILY, OR MENTAL INJURY, ECONOMIC LOSS, OR ANY DAMAGE TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES, RESULTING FROM YOUR USE OF UFC GYM, INCLUDING ANY INJURY RELATING TO THE ORDINARY NEGLIGENCE, ACTUAL OR PASSIVE, WHETHER RELATED TO EXERCISE OR NOT. YOU FURTHER AGREE TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES FROM ALL LIABILITY, DAMAGES, DEFENSE COSTS, INCLUDING ATTORNEYS' FEES, AND ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS BROUGHT BY YOU, YOUR GUESTS, OR MINORS ACCOMPANYING YOU OR UNDER YOUR CARE; PROVIDED, HOWEVER, THAT YOUR OBLIGATION TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES SHALL BE WAIVED IF AND TO THE EXTENT THAT AN ARBITRATOR OR COURT OF PROPER JURISDICTION FINDS THAT ONE OR MORE OF THE RELEASEES EXHIBITED GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN RELATION TO THE ACTION OR INACTION LEADING TO THE LIABILITY INCURRED BY YOU. FURTHER, YOU UNDERSTAND AND ACKNOWLEDGE THAT UFC GYM PROVIDES INSTRUCTIONAL, NOT RECREATIONAL, SERVICES, AND THE RELEASEES DO NOT MANUFACTURE FITNESS OR OTHER EQUIPMENT, BUT PURCHASE AND/ OR LEASE EQUIPMENT. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE RELEASEES AND UFC GYM ARE PROVIDING RECREATIONAL SERVICES AND MAY NOT BE HELD LIABLE FOR DEFECTIVE PRODUCTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE FOREGOING AND KNOW OF THE NATURE OF THE ACTIVITIES AT UFC GYM. TO THE EXTENT ANY PORTION OF THIS RELEASE IS DEEMED TO BE INVALID UNDER STATE LAW, THE REMAINING PORTIONS OF THE RELEASE SHALL REMAIN BINDING AND AVAILABLE FOR USE BY THE RELEASEES AND THEIR RESPECTIVE COUNSEL IN ANY PROCEEDING. BY AGREEING TO THIS RELEASE, UNDER NO CIRCUMSTANCES ARE YOU WAIVING YOUR RIGHTS TO SUE, ALTHOUGH YOU ARE LIMITING YOUR RIGHTS TO CERTAIN DAMAGES.

You expressly waive whatever benefits you may have under Section 1542 of the California Civil Code (and any equivalent applicable law of the State in which this document is signed) which provides that:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.”

Stay updated on club news! By checking the box below titled “I Agree to Text Messages and Phone Calls” you are providing your signature as your acknowledgment that you give your express written consent to receive SMS text alerts and phone calls from UFC GYM (which includes UFC FIT and CLASS UFC GYM), even if such communications are considered advertisements or telephonic sales calls, and you further confirm that you are the authorized subscriber or customary user of any phone number you submit through the UFC GYM website. You further acknowledge that by checking the box below you agree to have your information used as described herein and according to the UFC GYM Privacy Policy and Terms of Service located at <https://www.ufcgym.com/privacy/> and <https://www.ufcgym.com/terms/>, respectively. Your acknowledgment below indicates your express written consent that you understand and agree that text alerts and phone calls may be made using an automated system for the selection or dialing of telephone numbers or the playing of a recorded message when a connection is completed to a number called. You are further indicating your express written consent that message and data rates may apply, that your consent is not a condition to purchasing any goods or services, and that you may revoke your consent at any time by responding STOP to any SMS text alerts you receive or otherwise indicating on any such phone call that you are revoking your consent to be contacted. If you opt-out of receiving SMS text alerts, we may send you one final SMS text alert as confirmation and provide you with information on how to opt back in.