KING'S GYM

PARTICIPATION WAIVER & MEMBERSHIP POLICY SUMMARY

Kings Gym | 1281 Gene Autry Trail, Ste O, Palm Springs, CA 92262
kingsgymofthedesert@gmail.com | 760.600.6681

This policy summary supplements required California membership-contract disclosures. The gym has no minimum age or guardian-signature requirement. Legal protections for minors remain unaffected.

Member name: _____ **Acceptance date:** _____
Email: _____ **Phone:** _____

1. Voluntary participation and risks. I voluntarily choose to use King's Gym facilities and participate in strength training, weightlifting, cardio, and related activities. I understand these activities involve risks, including falls, dropped weights, equipment failure or misuse, collisions, overexertion, strains, fractures, serious injury, permanent disability, and death. Risks may arise from my actions, other people, equipment, or facility conditions. I knowingly assume the inherent risks of participation.

2. RELEASE OF CLAIMS FOR ORDINARY NEGLIGENCE. To the fullest extent permitted by California law, I release the gym operator named above, its owners, employees, and agents from claims for personal injury, death, or property damage arising from my use of the gym or participation in its activities, including claims caused by their **ordinary negligence**. **This release does not cover gross negligence, reckless or intentional misconduct, fraud, violations of law, or any liability or rights that cannot legally be waived.**

3. Health and safe use. I will assess my ability to participate safely and seek medical advice when appropriate. I will follow gym rules, use equipment correctly with appropriate safety devices and spotting assistance, seek instruction when needed, stop for concerning symptoms, and report unsafe conditions. I will not use damaged equipment.

4. Access and free key fob. After verified successful payment, I will receive a private code by email to access the key-fob pickup at the gym door. My personal key fob is free and provides 24/7 gym access once activated. Staff may not always be present; exercising alone may delay emergency help. I will not share my code or fob or admit unauthorized guests. In an emergency, I will call 911 when able.

5. Monthly billing and cancellation. Membership is **$50 per month**, automatically renewing monthly until canceled. There is **no signup fee and no key-fob fee**. I authorize the recurring monthly charge through Square when I affirmatively accept the billing terms and complete checkout. Under the gym's ordinary cancellation policy, I must email **kingsgymofthedesert@gmail.com at least 30 calendar days before my next scheduled monthly charge** to stop that renewal. Payments are nonrefundable **except where required by law**. This notice period and refund policy do not limit statutory cancellation, refund, or online cancellation rights, or any cancellation rights provided at checkout.

6. Electronic acceptance. By selecting the agreement checkbox before checkout, I confirm that I have read and accept these terms, including the release of covered ordinary-negligence claims. I consent to electronic records and an emailed copy after verified payment. My affirmative acceptance must be recorded before payment.

Checkout checkbox: I have read and agree to the liability waiver, gym rules, and $50 monthly recurring membership terms, including the cancellation and refund provisions above.

Acceptance record: member identity, agreement version, acceptance date/time, and checkbox selections must be saved with the signup.