

By clicking “agree and continue,” I agree to the terms of the Gymshare LLC Terms of Use (“Terms of Use”) and that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Gymshare LLC on the basis of any claim from which I have released Gymshare LLC. By clicking “agree,” I further acknowledge that I have read this entire document and have understood it and agree to be bound by its terms. I understand that by agreeing to this form I am waiving valuable legal rights.

Gymshare LLC Terms of Use

Updated January 13, 2023

Thank you for being a part of our team. Gymshare LLC is a Utah limited liability company that matches home gym owners (“Home Gym Owners”) with users (“Gymers”) and may pair them with a personal training professional (“Trainer”) in a safe and efficient program designed to benefit everyone. This agreement outlines our terms of use for participating as well as an acknowledgment of the risks of participating in a personal training program. Please read this carefully.

Inherent Risk for Gymers

Participation in the exercises (and series of exercises and exercise plans) is voluntary and you, the participant, acknowledge that there are inherent risks in participating in a strenuous and challenging exercise program. Gymshare LLC strongly recommends consulting with your physician before participating. Please read these Terms of Use carefully and know that you are assuming risks before you begin this exercise program and waiving liability if you get injured. You need to read and initial each paragraph below:

Express assumption of risk: I am aware and am acknowledging that there are inherent risks involved in all aspects of physical training. Some of the risks resulting from my voluntary participation include, but are in no way limited to, scrapes, cuts, bruises, serious injury to one’s person, sprains, breaks, muscle injuries, harm caused by medical conditions, acts and omissions of other persons and other participants, and other serious injuries that have been suffered by previous participants as well as injuries that have not yet been sustained by previous participants.

I fully understand and accept these risks as well as any risks that are unknown to me upon agreeing to the terms of this Agreement that may result in medical assistance, medical expenses, and medical emergencies. I may sustain relatively minor injuries that can lead to later serious injuries or, in some cases, death. This is especially true if I do not perform the exercises properly or if I improperly modify exercises or incorrectly select demographic information or leave out information that the Trainer would want to know in formulating a fitness plan. For example, if I fail to mention I am pregnant. I am acknowledging that this fitness plan is for me only and anyone who may improperly use my subscription or fitness plan proceeds in an inherently risky activity and in a plan that is not designed for them. I understand that Gymshare LLC strongly recommends that I do at least one initial training session with a Trainer to show me how to properly use equipment and how to properly do exercises. If I opt not to do this initial session, I waive all liability and assume all risk if I improperly use equipment or strain myself.

I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or any training partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while viewing or participating in any of the exercises or series of exercises recommended based on my entered information with Gymshare LLC. I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

I acknowledge that Gymshare requires a regular, routine inspection and cleaning of equipment and gym facilities, but there are always risks of equipment malfunction or the spread of surface or airborne bacteria and germs that may result in illness. If I see any equipment that is in disrepair or causes concern, I agree to contact Gymshare and not try to contact the Home Gym Owner. I acknowledge that Gymshare LLC is not responsible for my injury on equipment or my contracting any illnesses from using a home gym.

Insurance for Gymers: I certify and promise that I have adequate insurance to cover any injury or damage that may be caused by my participation and suffered upon my person, my property or other persons. I agree to pay the entire costs associated with injury to or damage to myself, my property or other persons and their respective property. I agree to hold harmless and indemnify Gymshare LLC for all costs associated with injury to or damage to myself, my property or other persons and their respective property.

Insurance for Home Gym Owners: I certify and promise that I have adequate homeowners insurance to cover any injury to persons using the gym or damage to property or equipment.

Release for Gymers and Home Gym Owners: In consideration of the above mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by Gymshare LLC, I hereby release Gymshare LLC, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

Minors:

I agree that if the Participant is a minor, as determined by Utah state law, these Terms of Use are made on behalf of that minor participant and the releases, waivers and promises contained herein are binding on the minor participant and that I have full authority as a parent or legal guardian to bind the minor participant to this Terms of Use without limitation.

Use of Home Gym:

Gymers understand that Gymshare LLC strongly recommends that you do at least one initial training session with a Trainer to show you how to properly use equipment and how to properly do exercises. If you opt not to do this initial session, you waive all liability and assume all risk if you improperly use equipment or strain yourself. You agree that you will be responsible for any intentional damage done to any home gym equipment (such as hitting or breaking something in frustration). You also recognize that Gymshare LLC reserves the right to press charges for any theft or attempted theft of home gym equipment. Home Gym Owners have passed a screening background check to host Gymers. Gymers have not been screened with a background check, but Gymshare LLC reserves the right to terminate membership for any behavior that Gymshare LLC feels (in Gymshare LLC's sole discretion) is abusive, lewd or improper. Home Gym Owners are hosting Gymers in their personal homes and have only made the home gym space available for use. Gymers agree to respect the Home Gym Owner's personal living areas and only enter and exit through specified places and not to enter the Home Gym Owner's home or personal space.

Non-Circumvention for Home Gym Owners: Home Gym Owners agree that during the term of engagement with Gymshare LLC, they will not seek to by-pass, compete with, avoid or circumvent Gymshare LLC from an engagement with a Gymer and/or Trainer introduced to them by Gymshare LLC. In the event of such a circumvention by an Owner, Gymshare LLC reserves the right to disqualify the Home Gym Owner from future Gymshare use and may seek damages for any lost fees or other damages resulting from the circumvention.

Video Release:

Home Gym Owners may use video or recording devices on home gym premises for security and safety reasons. Gymer hereby give Gymshare LLC and its principals, agents, employees, and volunteers a non-exclusive license to use, for any purpose, photographs or videos submitted by me to Gymshare LLC. Gymshare LLC may use any photographs or videos taken of me at a Gymshare LLC event for any purpose. Gymer hereby waive rights to inspect or approve the finished photographs, videos, advertising copy or printed matter that may be used in conjunction therewith or the eventual use that the photographs or video may be applied. Gymer have no expectation of privacy while working out at a home gym. Home Gym Owners agree to use video footage only for security and safety and will not use it for any personal reason or post any footage to social media or any other online or shared forum. Any misuse or video or photos by Home Gym Owners will result in automatic removal.

Training Policies

Trainers:

Gymshare LLC may pair Gymer with Trainers for training to take place in a home gym. Gymer and Trainers understand that Gymshare LLC works hard to make sure that Gymer are paired with the right home gym and right Trainer to meet training and fitness goals. This pairing with a Trainer is based on the Gymer stated goals, needs, and timeline and the Trainer's specialties. Gymer and Trainers acknowledge that they are being matched based on health and fitness goals, not on social interests. If a Gymer feels like a Trainer is not a good fit for helping them meet goals, or if for some reason the home gym is not working, Gymshare LLC will use best efforts to find a potential resolution. This evaluation will be based on fitness goals and no changes to Trainers will be made based on personality. The evaluation of a home gym will be based on proximity to residences or places of work and convenience for the trainer and not necessarily on other factors. If a Trainer leaves and is no longer working with Gymshare LLC, Gymer will be paired with another Trainer based on goals, needs and timeline and the Trainer's specialties. Gymer have the right to follow a Trainer, but must notify Gymshare LLC within ten (10) days of the Trainer's departure to cancel this agreement and leave with a Trainer.

Gymer understand that Gymshare LLC is primarily responsible for pairing them with a trainer who acts as an independent contractor. Gymshare LLC is not responsible for the conduct of the Trainer. Gymer understand that if they feel uncomfortable with a Trainer, they are to leave the session and contact Gymshare LLC immediately. Gymer understand that if the Trainer feels uncomfortable with the Gymer, they will do the same thing. Gymer and Trainers will not hold Gymshare LLC responsible for any misconduct on my part or on the part of the Trainer of the Gymer.

Cancellation:

Gymers understand that Trainers work independently with different clients and schedule training sessions at certain times to ensure that they can meet the needs of all their clients. Gymers agree that they will give at least twenty-four (24) hours' notice to a Trainer if they need to cancel or reschedule their training or nutrition session. Gymers understand Trainers will do their best to reschedule but may not be able to find another time to meet. If Gymers cancel with less than twenty-four (24) hours' notice, Gymers understand Trainers may charge them for a full session, even if the Gymers does not attend. Trainers have the discretion to make the decision whether to charge the Gymers based on the circumstances. Home Gym Owners may charge Gymers for the cost of a day pass as a penalty for no shows or last-minute cancellations (made within thirty minutes of a reserved time slot) at their discretion. Home Gym Owners may make exceptions for health or family emergencies, but are likely to charge a penalty fee for no-shows or last-minute cancellations made during prime exercise hours (6:00-8:00 am, 12:00-2:00 pm, or 5:00-7:00 pm).

Trainers also have unforeseen obstacles that may force them to have to cancel a training or nutrition session, such as sickness, family emergencies or other unforeseen scheduling conflicts. If this happens, Gymers understand that the Trainer will do their best to contact the Gymer as soon as possible. Gymers will coordinate with the Trainer on possible times for a make-up session. Gymshare LLC is not responsible for scheduling a make-up session or refunding fees in this situation.

Billing for Gymers:

I understand that I have given Gymshare LLC my payment information and agree to allow Gymshare LLC the right to charge me prior to my reserved time slot and/or training session. In the event that I cancel a credit or debit card or it is lost and replaced, I agree to notify Gymshare LLC as soon as possible. If my payment is processed and declined, Gymshare LLC will notify me and I will have seven (7) days to provide updated payment information. If I fail to provide updated payment information, Gymshare LLC may terminate this agreement and charge me any incurred bank fees, court costs or attorney fees to collect any outstanding amount owed.

Gymshare LLC and Trainers using Gymshare LLC may increase or decrease the cost of subscriptions and training sessions. Gymshare LLC will notify me ten (10) days prior to any price increase and will give me an option to cancel my subscription prior to any price increase.

Jurisdiction and Attorney Fees:

Gymers, Home Gym Owners and Trainers voluntarily accept all obligations relating to all attorney fees incurred by Gymshare LLC in defending or enforcing the terms of this Agreement that are in any way related to my participation.

If any Gymers, Home Gym Owners or Trainers, or their representatives on their behalf, file a claim or any legal action against the Gymshare LLC, the claimant agrees that the substantive law and procedural law of the State of Utah shall apply in that action regardless of the conflict that may result from the laws of any other state. All parties agree that if any portion of this Agreement is found to be unenforceable or void for any reason, the remaining portions shall remain in full force and effect.