

By signing the Guest Pass Agreement on the Revo Fitness website, you:

- acknowledge and agree to the terms and conditions set out below, which form part of the Guest Pass Agreement; and
- agree to abide by the terms and conditions of the Revo Fitness Membership Agreement Terms and Conditions contained at <https://revofitness.com.au/terms/> as if you were a Revo Fitness Member.

In the event of any inconsistency between the terms of the Membership Agreement Terms and Conditions and the terms of this Guest Pass Agreement, the terms of this Guest Pass Agreement prevail to the extent of any inconsistency.

Capitalised terms in this agreement have the same meaning as in the Membership Agreement.

1. YOU ACKNOWLEDGE & AGREE THAT:

- (a) your guest pass entitles you to one time access to the Revo Fitness Facilities;
- (b) you are using the Revo Fitness Facilities as a guest entitled to temporary use of the Revo Fitness Facilities and this right may be revoked at any time at our sole discretion;
- (c) you may only access the Revo Fitness Facilities during Staffed Hours and may be asked to leave by Revo Fitness staff once Staffed Hours cease;
- (d) you must abide by the Club Rules (as applicable) at all times while using the Revo Fitness Facilities;
- (e) you are not aware that you have any medical or physical condition that may be affected or aggravated by, or which may result in any sickness, injury or death as a result of your use of the Revo Fitness Facilities and that you are in good physical condition and have considered any necessary medical advice prior to engaging in exercise of the type you will do while using the Revo Fitness Facilities;
- (f) you will be responsible for your own personal use of the equipment provided in the Revo Fitness Facilities;
- (g) we implement video and audio surveillance for safety and security reasons and while using any of the Revo Fitness Facilities you will be subject to such surveillance. You hereby consent to such surveillance being taken and retained by Revo Fitness; and
- (h) you are responsible for the storage or use of any personal items at the Revo Fitness Facilities and Revo Fitness is not liable for

any loss, theft or damage occurring to your personal items.

2. RELEASE & INDEMNITY

- (i) You acknowledge and accept that while at a Revo Fitness Facility, and while engaging in exercise activities or using the equipment at a Revo Fitness Facility, you are at risk of injury, permanent disability or death.
- (j) You acknowledge that any such injury may result not only from your actions but from the action, omission or negligence of others, including Revo Fitness.
- (k) You acknowledge that while every attempt is made to ensure that the Revo Fitness Facilities are safe, there are some significant and inherent risks involved in your use of the Revo Fitness Facilities. You assume all such risks, and agree that you are attending and using the facilities entirely at your own risk.
- (l) You agree to **INDEMNIFY, HOLD HARMLESS, AND RELEASE** Revo Fitness, including our officers, employees, organisers, representative and successors, together with the owners and tenants of the Revo Fitness Facilities, from and against all claims, liabilities, injury, loss or damage you may suffer or incur, including to a third party, arising from or connected in any way with your participation or attendance at a Revo Fitness Facility or use of any equipment at a Revo Fitness Facility.