

# HEALTH AGREEMENT

In relation to the use of our facilities and services, including our mobile application ("App"), you warrant, declare and acknowledge that:

The information given by you in entering this agreement is correct and will be relied upon by us. Our staff, agents and subcontractors are not medically trained and should you have any concerns with your health and fitness you should seek independent medical advice before engaging in any physical activity either on our premises or at home using the App. To the best of your knowledge and belief you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, well being or physical condition. Further, that you will advise us immediately should your health or vulnerability to injury change. If you have any pre-existing medical conditions, you may be pregnant or you are breastfeeding, you have consulted your medical professional or general practitioner before beginning to use our facilities and services, including those provided in the App. If you have a pre-existing medical condition which will benefit from regular exercise, your GP has signed this off and recorded this on your medical records. You have read and understood this agreement and all of its Terms and Conditions before accepting them below. This agreement will become binding upon both parties once you have checked the "I confirm that I have read and agree to Pure Gyms Member Health Agreement" box and the "Continue to CONFIRM PAYMENT" button has been clicked. You are primarily responsible for your health and wellbeing, but we at Pure Gym are concerned that you enjoy our facilities safely. To that end we consider that we should expect the following of each other.

From us:

Whilst we will respect your decision over your training regime we reserve the right to ask you not to exercise beyond what we reasonably believe to be your personal ability. We shall endeavor to maintain a safe environment for you to enjoy your exercise. We shall endeavor to ensure that our Fitness trainers and staff are qualified to fitness industry standards. We shall at all times keep confidential any information that you give us regarding your health. Unstaffed first aid / emergency procedures

During unstaffed periods in the gym the CCTV team will provide remote assistance should you require first aid or urgent medical care. The CCTV operatives will be monitoring gym cameras but are not able to identify an accident or incident. If you experience or witness an incident, you must alert the CCTV team by using the red emergency help points or by dialling

0203 005 4776. A defibrillator and first aid kit are available in the Safety Station located near the entrance of the gym.

### Fire procedures

If you suspect a fire, press the nearest red fire call point, and leave the building immediately.

In the event of the fire alarm sounding or when instructed to leave by the remote CCTV team, please evacuate the gym through the nearest and safest exit. Do NOT go back into the changing rooms to collect your belongings.

### DDA Access

If you are a wheelchair user or need assisted access we require you to have an induction at one of our venues to ensure your safe use of our facilities and equipment. At this induction you will need to complete a Personal Emergency Evacuation Form with the Gym Management which will be kept for our records. Members must contact the Gym Management team to book this induction.

### Using the PureGym mobile application ("App")

If you are using the App, including for at-home workouts and activities (either as a registered member or as a guest user), you must consider the risks involved and consult with your general practitioner before engaging in any physical activity.

When using the App for workouts and activities (either as a registered member or as a guest user), either at home or at another location, you will be able to access a range of workouts and training regimes. [The workouts may be videos for you to watch and written instructions for you to work from.]

By using the App to access our services you acknowledge that physical exercise involves strenuous physical movement and that such exercise carries the risk of injury. It is your responsibility to judge your physical condition and your limits whilst exercising and you agree to only select workouts that are appropriate for you.

PureGym makes no representation or warranty that any particular fitness, workout or health program is suitable, safe or adequate for any particular user of the App. All suggestions, recommendations and comments made in

the App (including those in the workouts) relating to the suggested use of equipment, poses, moves and instruction are for your reference only.

If at any time while you are performing any exercise or activity suggested in the App you feel unwell, have any discomfort or any pain then you should stop immediately and contact a medical professional.

You also should not take any content from our App (including any content in the workouts) as being any form of medical advice or diagnosis.

PureGym is not responsible or liable for any injuries or damage you may sustain that result from your use of, or inability to use, the features of, or instructions provided within, the App. PureGym does not accept any liability in regards to any injury or damage that you may suffer as a result of accessing or using the App.