

# Pike Fitness Facility Access Agreement

This Facility Access Agreement (“Agreement”) is a legally binding contract between you (“Member,” “you,” or “your”) and **Spartan Fitness & Kettlebell Club LLC, DBA Pike Fitness** (“Pike Fitness,” “Gym,” “we,” “us,” or “our”). This Agreement governs your access to and use of Pike Fitness facilities, equipment, and access systems.

By signing up for or using Pike Fitness facilities, you acknowledge that you have read, understand, and agree to all terms below.

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## 1. Membership Eligibility

1. Members must be **18 years of age or older** to purchase and maintain a membership.
  2. Minors may only be present in the facility if:
    - Accompanied at all times by a parent or legal guardian
    - Covered under a membership or pass linked to that guardian
    - Demonstrating appropriate safety awareness, maturity, and rule compliance
  3. Membership approval and continued access are granted at the sole discretion of Pike Fitness and may be revoked at any time.
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## 2. Facility Access, Reservations & Time Limits

1. **All visits must be reserved in advance** using the Pike Fitness booking app or website.
  2. Members must enter and exit **within their reserved time window**.
  3. Continuing to work out after a reservation ends is prohibited.
    - If additional time is desired, another reservation must be booked **only if available**.
  4. Remaining in the facility during **blocked, closed, or private-use periods** is prohibited.
    - This includes times reserved for private group classes or events.
  5. Pike Fitness may close or restrict access at any time for classes, private sessions, maintenance, environmental conditions, or operational needs.
  6. Failure to follow reservation rules may result in denied entry, immediate fees, suspension, or termination.
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## 3. Guests & “Bring a Friend” Policy

1. **Unregistered guests are strictly prohibited**.
2. Members may not allow access to any person who has not completed the **required new-member sign-up process** and obtained their own active reservation.
3. “Bringing a friend” without completing the required sign-up flow is not permitted, regardless of intent.

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4. Allowing unauthorized access may result in **immediate fees**, suspension, or permanent termination of membership.
  5. Members are fully responsible for all actions, injuries, damages, or violations caused by any unauthorized individual they admit.
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## 4. Entry, Exit & Security Responsibilities

1. **Each member must check in individually for every visit by unlocking the door using their FOB key or phone.** Entry by tailgating or being let in by another person does **not** constitute check-in. You must unlock the door to complete check in process. If the door is open or someone opens it for you, please come inside and check in immediately upon entry.
  2. The front door must be **fully closed and secured** upon entry and exit.
  3. Tailgating, holding doors, propping doors open, or allowing access to others is strictly prohibited.
  4. Members may not permit anyone to enter the facility unless that person has completed the required sign-up process and has their own reservation.
  5. If access issues occur, members must contact Pike Fitness using the posted contact information.
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## 5. Facility Use, Cleaning & Shared Space Expectations

1. Members must wash hands upon entry.
  2. All equipment must be **sprayed and wiped down after use**, except barbells (do not spray barbells).
  3. Equipment must be returned to its **designated storage location** after use.
  4. Areas clearly marked "**KEEP AREA CLEAR**" must remain free of people, equipment, and personal items at all times.
  5. Personal items (bags, bottles, phones, towels, etc.) may be carried with you but **must not be placed on workout equipment**, including benches, boxes, platforms, or machines.
    - Personal items must be placed in **seating areas or designated cubbies only**.
  6. Members may not:
    - Claim or reserve corners, platforms, or zones
    - Block areas with personal items
    - Monopolize equipment or space in a shared environment
  7. Failure to follow cleaning or shared-space rules may result in immediate fees, suspension, or termination.
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## 6. Conduct, Etiquette & Equipment Care

1. Members must behave respectfully toward others and the facility at all times.
  2. Rude, disruptive, aggressive, or unsafe behavior is prohibited and may result in immediate removal.
  3. Dropping or slamming equipment is not permitted.
  4. Equipment must be used only as intended and inspected before use.
  5. Pike Fitness reserves the right to stop any exercise or activity deemed unsafe or improper.
  6. Pike Fitness may restrict activities, require supervision, or revoke access for safety or conduct reasons.
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## 7. Health, Hygiene & Safety

1. Members must not use the facility while sick or under the influence of drugs or alcohol.
  2. Smoking or vaping is prohibited on the premises.
  3. **Shirts must be worn at all times.**
  4. Members must maintain reasonable personal hygiene.
    - Strong perfumes or colognes are not permitted.
  5. **Trimming fingernails or toenails anywhere in the facility is strictly prohibited.**
  6. If pain, dizziness, or distress occurs, activity must stop immediately.
  7. In case of emergency, call **911**. First aid and AED equipment are available on site.
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## 8. Photography, Filming & Media

1. Pike Fitness is **private property**, not a public space.
  2. Photography or video recording of others is prohibited without the express permission of **every individual visible in the frame**.
  3. **Commercial filming, promotional content creation, or media production is strictly prohibited** without prior written permission and may require exclusive facility booking and additional fees.
  4. Unauthorized filming or photography may result in immediate removal or termination.
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## 9. Training, Assistance & Professional Services

1. Members may exercise together, offer casual assistance, and encourage one another.
2. Members may **not** provide structured coaching, programming, instruction, or professional fitness services to others.

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3. Any paid, unpaid, recurring, or business-related training activity is prohibited without prior written permission from Pike Fitness.
  4. Members seeking professional guidance should be referred to **Pike Fitness-approved certified personal trainers**.
  5. Pike Fitness reserves sole discretion in determining what constitutes unauthorized training.
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### 10. Personal Property & Non-Studio Equipment

1. Pike Fitness is **not responsible** for lost, stolen, or damaged personal property.
  2. Personal items must not be stored or left unattended in the facility.
  3. Any items or equipment brought into the facility that are **not Pike Fitness studio equipment** may be removed from the floor at any time.
  4. Items left behind may be placed in lost and found, stored, discarded, or claimed as Pike Fitness property at Pike Fitness's sole discretion.
  5. Members may not leave personal equipment in the facility unless explicitly authorized in writing elsewhere.
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### 11. Payment Authorization & Administrative Fees

1. You authorize Pike Fitness to store billing information with a PCI-compliant payment processor and to charge all applicable membership dues, service charges, and administrative fees to the payment method on file.
  2. **Violations of this Agreement may result in administrative fees, suspension, or termination of membership.**
  3. Current administrative fee amounts are published in the Pike Fitness Administrative Fee Schedule, which is incorporated by reference into this Agreement.
  4. Pike Fitness reserves the right to modify the Administrative Fee Schedule, fee amounts, and operational policies at its discretion. Updated versions will be made available to members.
  5. Administrative fees may be charged immediately upon violation. Pike Fitness is not required to provide prior warnings before charging fees, suspending access, or terminating membership.
  6. This Agreement serves as formal notice that violations may result in financial penalties and immediate enforcement action.
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## 12. Suspension, Termination & Enforcement

1. Pike Fitness may suspend or terminate access at any time for rule violations, safety concerns, failed payments, or operational needs.
  2. Members may cancel membership by providing written notice at least **7 days prior** to the next billing cycle.
  3. Termination does not entitle the Member to refunds unless required by law.
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## 13. Assumption of Risk

You acknowledge that participation in physical exercise and use of Pike Fitness facilities and equipment involves inherent and substantial risks, including but not limited to:

- Muscle strains, tears, and sprains
- Ligament and tendon injuries
- Bone fractures
- Joint injuries
- Back, neck, and spinal injuries
- Head injuries
- Dizziness, fainting, dehydration, heat exhaustion, or heat stroke
- Cardiac events, including heart attack or stroke
- Contact with viruses, bacteria, fungi, or other pathogens
- Equipment malfunction or misuse
- Injury caused by other members
- Environmental hazards, including acts of nature such as fire, flood, or earthquake

These risks may result in serious injury, permanent disability, illness, or death.

You understand that Pike Fitness operates as a largely unsupervised facility, and you voluntarily assume all risks associated with your participation, whether supervised or unsupervised, to the fullest extent permitted by California law.

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## 14. Waiver & Release of Liability

To the fullest extent permitted by California law, you knowingly and voluntarily waive, release, and discharge Pike Fitness, its owners, officers, employees, contractors, agents, and affiliates from any and all claims or causes of action arising from ordinary negligence related to your participation in activities at Pike Fitness, including but not limited to:

- Personal injury
- Illness
- Property damage
- Property loss or theft
- Disability
- Death

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This release includes claims arising from your use of the facility, equipment, travel to and from the facility, and participation in any activities conducted on the premises.

This release does not apply to gross negligence or willful misconduct.

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## 15. Indemnification

**You agree to defend, indemnify, and hold harmless Pike Fitness from any claims, liabilities, damages, or expenses (including attorney's fees) arising from:**

- Your conduct within the facility
  - Your violation of this Agreement
  - Any unauthorized guest you admit
  - Any damage caused by you
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## 16. Informed Consent

You affirm that:

- You are physically capable of participating in physical activity, or
- You choose to participate despite known or unknown medical conditions

You understand that participation is voluntary and not required by Pike Fitness.

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## 16. Agreement Acceptance

By signing up for or accessing Pike Fitness facilities, you acknowledge that you have read, understand, and agree to this Facility Access Agreement.

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### **Pike Fitness®**

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