

# COMBAT PASS

## Gym Liability Waiver

### *Gym Participation and Liability Agreement*

This Agreement is entered into by and between Combat Pass ("the Platform") and the undersigned fitness facility ("the Gym"). By agreeing below, the Gym accepts the following terms.

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## 1. Gym Information

- 1.1** The Gym shall provide Combat Pass with accurate and complete business information, including contact details, class descriptions, schedules, instructor information, and facility rules.
- 1.2** The Gym is solely responsible for ensuring all information displayed on the Platform remains current and accurate.

## 2. Permission to Use Gym Branding

- 2.1** The Gym grants Combat Pass a non-exclusive, worldwide, royalty-free licence to use, display, and publish the Gym's name, logo, photographs, class information, instructor profiles, and any other content provided by the Gym on the Platform and related digital channels.
- 2.2** The Gym warrants it owns or has full rights to provide all such content and that its use by Combat Pass will not infringe any third-party rights.

## 3. Member Access and Credit System

- 3.1** Combat Pass operates a credit-based membership system through which members purchase credits and redeem them to book classes at the Gym through the Platform.
- 3.2** The Gym acknowledges that Combat Pass members will access the Gym's classes exclusively through this credit-based booking system unless otherwise agreed in writing.

## 4. Trial Class Credits

- 4.1** The Gym agrees to accept Combat Pass trial credit bookings from eligible new members.
- 4.2** Each new member may use a maximum of 1 trial credit at this Gym.
- 4.3** Trial credits are complimentary and exist solely to allow new members to experience a class before committing to a membership. The Gym will not receive any payment or compensation for a class attended using a trial credit. By accepting Combat Pass members, the Gym acknowledges and agrees to this condition.
- 4.4** Trial visits will be clearly identified in the Platform's booking system.
- 4.5** The Gym remains responsible for ensuring every trial member signs the Gym's own liability waiver before participating.
- 4.5** Trial credits are intended for genuinely new Combat Pass members only. A member is considered new if they have not previously held a Combat Pass account, or have been inactive for a minimum of 12 consecutive months.
- 4.6** The Gym reserves the right to deny a trial credit booking if the visiting member is recognised as a former or returning member, a current or lapsed paying member, or a person who has previously attended the Gym through the Platform under any membership tier.

**4.7** If the Gym denies a trial booking on reasonable grounds under clause 4.6, the Gym must notify Combat Pass via the Platform within 24 hours. Combat Pass will investigate and, if the denial is upheld, the trial credit will be revoked from the member's account.

**4.8** The Gym will not be penalised or charged for a class cancelled on the basis of a legitimate trial credit denial under clause 4.6.

**4.9** Repeated or unsubstantiated trial denials may be reviewed by Combat Pass. The Gym agrees to cooperate with any such review.

## **5. Mandatory Gym Waiver for Visitors**

**5.1** The Gym is solely responsible for ensuring every Combat Pass visitor signs the Gym's own liability waiver, safety waiver, or onboarding documentation before participating in any training or class.

**5.2** Combat Pass does not collect or store waivers on behalf of the Gym.

**5.3** The Gym is solely responsible for verifying compliance with its own safety protocols and participation requirements.

## **6. Gym Page Control**

**6.1** Combat Pass will provide the Gym with access to a dedicated profile page on the Platform.

**6.2** The Gym may update its profile, class descriptions, schedules, instructor bios, and images at any time.

**6.3** Combat Pass reserves the right to remove or edit content that violates Platform policies or creates legal risk.

## **7. Gym Cancellation Obligations**

**7.1** The Gym must provide a minimum of 4 hours notice if a scheduled class is to be cancelled.

**7.2** If the Gym cancels with less than 4 hours notice, one bonus credit will be issued to each affected member. This cost will be deducted from the Gym's next payment cycle.

**7.3** If the Gym cancels more than 3 classes in any rolling 30-day period with less than 4 hours notice, Combat Pass reserves the right to suspend or remove the Gym's listings.

**7.4** Force majeure cancellations will be assessed on a case-by-case basis and may be exempt from short-notice penalties.

## **8. Platform Exclusivity**

**8.1** Combat Pass does not require exclusivity. The Gym may list classes on other platforms simultaneously.

**8.2** However, class pricing offered through Combat Pass must not be less favourable than pricing offered through any competing platform offering equivalent membership terms.

## **9. Data Privacy**

**9.1** The Gym agrees not to store, copy, sell, or use any personal information of Combat Pass members for any purpose outside of facilitating the booked class visit.

**9.2** Any data breach involving Combat Pass member information must be reported to Combat Pass within 48 hours.

## **10. Independent Business**

**10.1** The Gym is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

**11. Liability and Indemnification**

- 11.1** The Gym bears sole responsibility for its facilities, equipment, staff, safety standards, and all risks arising from its operations.
- 11.2** Combat Pass is not liable for injuries, damages, or claims arising from the Gym's operations, facilities, or classes.
- 11.3** The Gym agrees to indemnify and hold harmless Combat Pass from any claims arising from the Gym's operations, inaccurate information, waiver failures, or breach of this Agreement.

**12. Platform Modifications**

- 12.1** Combat Pass may modify membership structures, credit values, or platform features at its discretion.
- 12.2** If any modification materially affects the Gym's participation, Combat Pass will provide advance written notice.

**13. Governing Law**

- 13.1** This Agreement is governed by the laws of New South Wales, Australia.
- 13.2** Disputes will first be subject to good faith negotiation, then mediation, before any legal proceedings are commenced.

**14. Termination**

- 14.1** Either Party may terminate this Agreement with 30 days written notice.
- 14.2** Upon termination, Combat Pass will remove the Gym's listings within a reasonable timeframe.
- 14.3** Termination does not relieve either Party of obligations accrued prior to termination.

**15. Acceptance**

- 15.1** By agreeing below, the Gym confirms the individual accepting this Agreement has full authority to bind the Gym to its terms.

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☐ **I have read and agree to the Combat Pass Gym Liability Waiver on behalf of the Gym named above.**

*By ticking this box, you confirm that you have read, understood, and agree to be bound by this Agreement, and that you have the authority to do so on behalf of the Gym.*

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|------------------------------|-----------------------------------------|--------------------------|
| <b>Gym Name</b><br><br>_____ | <b>Representative Name</b><br><br>_____ | <b>Date</b><br><br>_____ |
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