MEMBER CONSENT AND RELEASE

This Member Consent and Release ("Consent") is subject to the terms of _____ ("Member") Membership Agreement by and between Member and U Gym, LLC for Member's use of the UFC GYM Club(s) defined in the Membership Agreement ("UFC GYM Facility"). Member hereby grants to U Gym, LLC, its parents, affiliates and its and their respective officers, directors, employees, representatives, affiliates, agents, successors and assigns ("UFC GYM") the right to collect, store and use Member's personal data relating to the physical, physiological or behavioral characteristics of a natural person, which allow or confirm the unique identification of that natural person ("Data"), including, without limitation, body measurements, calculations, fingerprints, and facial recognition. Member further irrevocably grants to UFC GYM the right to use the Data for any purpose and in any manner, in whole or in part, in all media and by all means now known or hereafter devised and in all languages, throughout the universe for the shorter of: (i) perpetuity, or (ii) as required by statute. Member shall have no right of approval, no claim to any or additional compensation, and no other claims of any type or kind (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, collection or storage of the Data. By checking this box, Member agrees to the foregoing regarding Data.

In addition, Member agrees to receive automated messages and telephone calls ("Messages") from UFC GYM at the following telephone number: _____. Message and data rates may apply. This Consent (i) shall apply to any and all automated messages and telephone calls from UFC GYM prior to the date of this Consent, and (ii) is not required to continue the use of the UFC GYM Facility or purchase any additional product or service from UFC GYM. If at any time you decide you do not want to be contacted by UFC GYM, follow the instructions provided in UFC GYM's message or email UFC GYM at privacy@ufcgym.com. By checking this box, Member agrees to the foregoing regarding Messages.

Member knowingly and freely assumes all risk arising from its use of the UFC GYM Facility, including personal injury and property damage and acknowledges that UFC GYM does not assume any liability for any injury, damage or loss of any nature whatsoever which may occur as a result of its use of the UFC GYM Facility. Member hereby releases UFC GYM, from and any all liability for any claims by Member or any third party in connection with Member's participation in the UFC GYM Facility.

Member agrees that this Consent does not in any way conflict with any existing commitment on Member's part. This Consent shall be governed by and construed in accordance with the laws of the state of California without giving effect to the principles of conflicts or choice of laws.

_____	_____	_____
Print Name of Member	Signature	Date
_____	_____	
Telephone Number	Address	

If Member is under 18, the Parent or Legal Guardian must also sign to approve and accept this consent and release:

_____	_____	_____
Print Name of Parent or Guardian	Signature	Date

_____

Address (If different from Member's) Telephone No.