HEAT

Liability Waiver & Health Declaration

Version 2026-11-05 · Effective 5 November 2026 · Kano, Nigeria

This is a legal agreement, and it takes rights away from you. By accepting it you confirm you are fit to train, you accept that exercise carries a real risk of injury and, rarely, death, and you give up the right to claim against HEAT and the people named below for injuries caused by ordinary negligence. You do not have to accept it — but you cannot train here without it. Read it, and ask us about anything that is not clear before you tick the box.

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1 Who this agreement is with

- **"HEAT"** means the fitness facility operated at Tahir Guest Palace, 4 Ibrahim Natsugune Road, Giginyu, Kano 700213, by Tahir Guest Palace Limited (RC 303555).
- **"The Hotel"** means Tahir Guest Palace, its owners, management and staff, as occupier of the premises.
- **"Nuvira"** means Nuvira Nigeria Limited (RC 8564977), which builds and operates the HEAT app.
- **"Coaches"** means the trainers who offer sessions through HEAT, each an independent contractor and not an employee of HEAT, the Hotel or Nuvira.
- **"Released Parties"** means HEAT, the Hotel and Nuvira, together with their directors, officers, employees, agents, contractors and insurers.

- **"You"** means the member accepting this document — and, where that member is under 18, the parent or guardian signing for them.

2 Health declaration

You confirm that:

- you are in good physical health and know of no medical reason why you should not take part in strenuous exercise;
- you have considered every condition that could affect your safety while training — including heart or blood pressure conditions, asthma, diabetes, epilepsy, sickle cell disorder, joint or back injury, recent surgery, pregnancy, or medication that affects exercise — and you are satisfied it is safe for you to train;
- if you are in any doubt you have consulted a qualified medical practitioner before joining, and you will do so again after any injury, illness, pregnancy or significant change in your health;
- you will stop immediately and seek help if you feel pain, dizziness, faintness, chest tightness or unusual shortness of breath;
- you will tell a coach, before a session, about anything that affects what you can safely do that day.

HEAT does not hold your medical information. This declaration is a statement you make about yourself. There is no medical questionnaire in the app and no field anywhere for us to store a condition, an injury or a medication. We record only that you made this declaration, and the version and date. Anything you tell a coach in conversation stays between you and them.

That means we are relying on you. HEAT is not qualified to assess your fitness to exercise, does not screen you, and does not know what you have not told us.

3 Assumption of risk

You understand and accept that using a gym involves risks that cannot be eliminated, including:

- muscle strains, sprains, tears, fractures, dislocations, cuts and bruises;
- injury from dropped, falling, defective or wrongly used weights and machines;
- slips, trips and falls, including on wet or recently cleaned floors;
- heat exhaustion, dehydration, fainting and over-exertion;
- cardiac events, stroke and other serious medical episodes;
- injury caused by the conduct of other members or coaches;
- aggravation of an existing injury or condition;
- permanent disability and, in rare cases, death.

You accept these risks voluntarily. You train within your own limits, you are responsible for your own technique and load selection, and you ask staff or a coach if you are unsure how to use anything.

HEAT is open during the hours shown in the app and staff are on site during those hours. There is no unstaffed or 24-hour access. Even so, nobody is watching any individual member train, and HEAT does not undertake to supervise you.

4 Your way in is yours alone

You get in with your fingerprint, enrolled once at the reader, or by unlocking from the app. Both are tied to your membership and both are personal to you.

- You must not let anyone else in — no tailgating, no propping doors, no lending your phone, no "just having a look".
- You are responsible for anyone who enters on your credential, including for any injury, loss or damage they cause or suffer, and you indemnify the Released Parties for it.
- Every entry and every refused attempt is logged and may be used to investigate an incident and to enforce this rule. Sharing access is grounds for immediate termination without refund.
- Report a lost or stolen phone straight away, so every session it holds can be ended.
- Enrolling a fingerprint is optional and needs your separate consent, given in the app or at the front desk. You can refuse it or withdraw it at any time and use phone unlock or the front desk instead.
- Locks, readers, gateways, networks and phones all fail sometimes. HEAT and Nuvira do not guarantee uninterrupted access and are not liable for loss, cost or inconvenience caused by a failed unlock or a lockout. If you are locked out, call +234 805 029 8536; if you are locked in, press the green emergency release button on the inside of each entrance door, to the right at waist height, and call hotel security on +234 703 027 9993 or the front desk on +234 805 029 8536.

5 Equipment and the gym floor

- Inspect equipment before you use it. Do not use anything that looks damaged, worn or out of place — report it instead.
- Use equipment for its intended purpose and in the way shown at induction or by a coach.
- Use collars on barbells, re-rack your weights, and do not leave anything on the floor.
- Do not attempt a maximal or near-maximal lift, or any lift where a failed rep could pin or trap you, without a competent spotter.
- Wipe equipment down after use.
- Wear proper training shoes and appropriate clothing. No bare feet, no outdoor footwear on the floor.
- Do not train under the influence of alcohol, drugs or anything that impairs judgement or coordination.
- No food or glass containers on the floor, and no personal equipment without HEAT's approval.
- Report any fault, spill, hazard or injury to the front desk as soon as you can — even if you are not hurt.

HEAT maintains and services equipment on a schedule but does not warrant that any item is fault-free at any given moment.

6 Group classes

- Tell the instructor before the class about any injury, condition, limitation or pregnancy that affects what you can do.
- Follow the instructor's directions and work at a level that is right for you. You may stop or scale back at any time, and the decision to keep going is yours.
- Arrive on time. For your safety, instructors may refuse entry after the warm-up.
- Booking, cancellation windows and what happens if you miss a class are in the Membership Terms.

- Classes may be rescheduled, combined, substituted or cancelled, and instructors may change.

7 Coaching

Coaches are independent contractors. They are not employees or agents of HEAT, the Hotel or Nuvira. HEAT provides the venue, and the app provides booking and payment. The coaching itself is a contract between you and your coach.

- Each coach is responsible for their own qualifications, certifications, insurance, tax obligations, and the advice, programming and supervision they give you.
- HEAT checks each coach's identity card and coaching certificate before listing them. HEAT does not supervise sessions and does not endorse or guarantee any coach's methods, advice or results.
- To the fullest extent permitted by law, the Released Parties are not liable for injury, loss or damage arising from a coach's acts or omissions, or from any programme or advice a coach gives you.
- The app collects payment for sessions and pays coaches their share. Paying through the app does not make the coaching service ours.
- Nutrition, supplement and rehabilitation guidance from a coach is general fitness guidance, not medical or dietetic advice. Consult a doctor or a registered dietitian before acting on it.
- A workout written for you is a plan, not a prescription. You are responsible for deciding whether to perform any given movement on any given day.

8 Members under 18

- We do not admit members under 16.
- Members aged 16 and 17 may join only at the front desk, where a parent or legal guardian signs this waiver and the Membership Terms on paper and shows identification. The app's own sign-up is for members 18 and over.
- A minor member must complete a supervised induction before first use and may be restricted from free weights heavier than they have been shown how to use, and any equipment the induction marks as supervised only.
- The signing guardian accepts this agreement on the minor's behalf and in their own right, assumes the risks described here on the minor's behalf, and agrees to the release and indemnity in section 11 to the fullest extent the law allows in respect of a minor.
- A guardian may withdraw consent at any time, which ends the membership.

9 Personal property

You bring your belongings onto the premises at your own risk. Lockers, where provided, are for the duration of your session and are not secure storage. HEAT, the Hotel and Nuvira are not liable for loss, theft or damage to money, phones, watches, jewellery, vehicles or any other property, however caused, except where the law does not allow that liability to be excluded. Do not leave valuables unattended. Items left overnight may be removed, and unclaimed items are disposed of after 30 days.

10 Emergency medical treatment

If you are injured or become unwell and cannot give instructions, you authorise HEAT, the Hotel and their staff to arrange first aid, an ambulance, or transport to hospital, and to give responders your name and your

emergency contact's details.

You are responsible for the cost of any medical treatment, ambulance or hospital care. HEAT is not obliged to provide medical care and does not guarantee that a trained first aider is on site at any given moment.

Keep your emergency contact current in the app. It is the only number we have, and the only thing we can give a paramedic. If it is out of date, nobody is called.

11 Release and indemnity

In consideration of being permitted to use HEAT's facilities, and to the fullest extent permitted by Nigerian law:

- **Release.** You release and discharge the Released Parties from all claims, demands, actions, losses, costs and expenses for any injury, illness, death, loss or damage you suffer arising out of or connected with your use of the facilities, equipment, classes, coaching or the app — **including claims arising from ordinary negligence** — except as stated in section 12.
- **Disclosures and data breaches.** The release also covers any loss arising from a disclosure of your data made in genuine compliance with a court order or a lawful request from law enforcement, or from a data breach that occurs despite appropriate security measures being in place.
- **Waiver.** You agree not to bring any such claim against the Released Parties, and you accept that this document may be pleaded as a complete bar to one.
- **Indemnity.** You will indemnify and hold the Released Parties harmless against any claim brought by a third party — including anyone you admitted on your credential, or your estate or dependants — arising from your acts, omissions, breach of this waiver or breach of the gym rules.
- **Binding on others.** This agreement binds you, your heirs, executors, administrators, assigns and next of kin.
- **Consideration.** You confirm you accept this freely, having had the chance to read it, ask questions and take independent advice, and that you are not relying on any statement made to you that is not written in this document.

12 What this waiver does not cover

Nothing here excludes or limits any liability that cannot lawfully be excluded or limited under Nigerian law. In particular it does not exclude liability for death or personal injury caused by the **gross negligence, recklessness or wilful misconduct** of the Released Parties, nor for fraud or fraudulent misrepresentation, nor any liability arising under a statute that cannot be contracted out of — including your rights under the Federal Competition and Consumer Protection Act 2018. If any part of this waiver is found unenforceable, the rest continues to apply.

13 Rules, suspension and termination

You agree to follow the gym rules and any reasonable instruction from HEAT staff or hotel security, and to behave respectfully towards members, staff, coaches and hotel guests. HEAT may suspend or terminate your membership and cut off your access, without refund, if you breach this waiver or the gym rules, share access, behave abusively or unsafely, damage property, or bring the facility into disrepute. HEAT may also

close the facility, in whole or in part, for maintenance, repairs, refurbishment, private events or reasons beyond its control, and will give notice where it reasonably can.

14 General terms

- **Governing law.** The laws of the Federal Republic of Nigeria.
- **Disputes.** The parties will first try to resolve any dispute in good faith. Failing that it goes to the Kano State Multi-Door Courthouse for mediation, and otherwise to the courts of Kano State, whose jurisdiction the parties accept.
- **Severability.** An invalid provision is severed and the remainder stays in force.
- **Whole agreement.** This waiver, the Membership Terms and the Privacy Policy together form the whole agreement between you and HEAT, and replace any earlier understanding.
- **Changes.** HEAT may amend this waiver. Material changes are notified in the app at least 14 days before they take effect, and the app asks you to accept the new version before you carry on using it.
- **Electronic signature.** Accepting this document in the app is an electronic signature within the meaning of the Evidence Act 2011, is as binding as a handwritten one, and HEAT keeps the record of your acceptance — the version and the time — as evidence of this agreement.
- **Your copy.** This document is available at any time in the app under Account → Legal, and on request at the front desk.

15 Your signature

I have read this document in full. I understand that it is a release of liability and a waiver of legal rights, that it covers claims arising from ordinary negligence, and that I am confirming I am medically fit to train. I accept it freely.

Members sign electronically by ticking the acceptance box during sign-up in the HEAT app. HEAT records the document version and the date and time against your account, and that record is your signature.

The form below is used for sign-up at the front desk, and must be completed on paper for every member under 18. The desk records the guardian's name, phone number and relationship in the system, with the member of staff who took their consent; the paper form is kept at the desk.

Member full name _____

Date of birth __ / __ / ____ · **Phone** _____

Emergency contact _____ · relationship _____

Emergency contact's phone _____

Member signature _____ · **Date** __ / __ / ____

For members under 18 — parent or legal guardian

Name _____ · relationship _____

Phone _____ · ID seen (type) _____

Signature _____ · Date __ / __ / ____

Verified by (staff) _____ · Date __ / __ / ____

HEAT · operated at Tahir Guest Palace, Kano · app by Nuvira Nigeria Limited
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