

WAIVER OF LIABILITY AGREEMENT

The undersigned member agrees to abide by the rules of the Club.

I understand that although the Club's facilities (the "Center"), including the equipment, services and programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services, and programs may result in personal injury or death or property loss or damage.

Therefore, I hereby release, waive, and indemnify, and hold the Club, its owners, employees, and affiliates harmless from, any and all claims, or actions I may have in connection with such injury, death, or loss. The risks for which I am solely responsible include, but are not limited to those arising out of or resulting from:

1. My selection and use of any exercise equipment and machines.
2. My participation in supervised or unsupervised activities and programs in the exercise rooms, fitness studio, or any other areas in and around the Center.
3. My exercising at the Center, including heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles or ligaments.
4. My use of the facilities, including the locker rooms, showers and dressing rooms.
5. Theft or loss of, or damage to, any personal items or valuables.
6. COVID-19 or any similar virus.

Please ask yourself the following:

- Has a doctor ever said that you have a heart condition and recommended only medically supervised activity?
- Do you have chest pain brought on by physical activity?
- Have you developed chest pain in the past month?
- Have you on one or more occasions lost consciousness or fallen over as a result of dizziness?
- Do you have a bone or joint problem that could be aggravated by physical activity?
- Has a doctor ever recommended medication for your blood pressure or a heart condition?
- Are you aware, through your own experience or a doctor's advice, of any other physical reason that would prohibit you from exercising without medical supervision?

If you answered yes to any of these questions, contact your personal physician before beginning an exercise program.

COVID-19 ACKNOWLEDGMENT: I acknowledge the current circumstances regarding the COVID-19 pandemic and desire to proceed with the use of the Center. I acknowledge that very little is known about the acute and long- term effects on COVID-19 on individuals; that over the course of time, there is a high risk I will at some point

be exposed to COVID-19; that there is no way to predict my body's response to exposure and that this could range anywhere from no symptoms to severe illness, possibly including death. I will not visit the Center if I am experiencing any symptoms of COVID-19 or any other contagious virus and I acknowledge that you may deny me entry into the Center based upon my condition or other health factors. I acknowledge that it is a time of rapidly changing information and recommendations. I will review the most recent recommendations for the most up to date information, such as that provided by The United States Center for Disease Control and The World Health Organization.

Acknowledgement of Policies & Procedures

All members and guests must sign a Membership Agreement and/or Liability Waiver prior to use of the Center and agree to all Terms and Conditions outlined therein. All members use the Center and exercise at their own risk; no guests are allowed.

Those with medical conditions such as high blood pressure, heart disease, respiratory problems or any other conditions or situation which may make any form of exercise dangerous to one's health, such as pregnancy or medication(s), must consult with and receive consent from their physician prior to joining the Club and/or prior to using the Center. Any such conditions and situations should be reported to the Management Office. If you feel faint, dizzy, sick or experience pain and/or have difficulty breathing while using the Center, stop what you are doing and cool down. If you do not feel better, contact the Management Office, Building Security or call 911 for assistance.

If you notice any faulty or malfunctioning equipment, hazardous conditions or situations, or feel uncomfortable while using the Center for any reason, please report to the Management Office or Building Security immediately. Please report any personal injuries, faulty or malfunctioning equipment and all other safety concerns to the Management Office.

*Individual membership and key cards may not be shared. Failure to abide by this policy will result in immediate and permanent termination of membership without a refund.

Members acknowledge that lockers are for members only. Lockers are on a first-come-first-serve basis and may not be used to store personal items overnight. The member is responsible for their private property and the Building Owner will not be held responsible for the disappearance, loss, theft or damages to any Member's personal property.

There are no refunds and no membership transfers. Membership dues are good for one year at the current membership rate.

Please warm-up prior to exercising and cool down afterwards. *Please wipe off all equipment after use.

By my signature below, I certify that I have read, understand, and fully agree to each of the statements in this document and sign below freely and voluntarily.

Printed Name of Member

Signature

Access Card Number

Company

Email Address

Phone Number

Date