

Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement

I, the undersigned Parent(s), Legal Guardian(s), or Participant, on my own behalf, and behalf of all others who are listed as Members or Participants under this Agreement, including my unborn and/or minor children, and my and their personal representatives, assigns, successors, heirs, and next of kin, (hereinafter collectively referred to as the "Participants"), acknowledge and agree that the use of the facilities, services, equipment or premises of Advantage Health & Fitness Inc. dba **Fitness Advantage** (the "Club") by any of the Participants involves risk of injury to persons and property, and the Participants assume full responsibility for such risks for myself/themselves. The Participants agree and acknowledge that I/they have entered into the Agreement for use for use of the Club's facilities, services, equipment, or premises primarily for recreational purposes and not to use any specific piece of equipment or training or exercise methodology. In consideration of being permitted to enter the Club's facilities for any purpose, including, but not limited to, observation, use of facilities, services, or equipment, or participation in any way, the Participants agree to the following: the Participants are authorized to, and do hereby release and hold the Club, its and their shareholders, directors, officers, general and limited partners, parents, subsidiaries, employees, members, managers, independent contractors, and agents harmless from all liability to all the Participants, and any of my/their personal representatives, assigns, heirs and next of kin for any loss or damage sustained by any of the Participants. The Participants hereby waive any claim or demands therefore based on, or on account of, any injury or death to any of the Participants and property damages sustained by any of the Participants, whether caused by the active or passive negligence of the Club or otherwise, while any of the Participants is in, upon, or about the Club's premises, or while using the Club's facilities, services, or equipment or while participating in any Club activity at any location.

This Express Assumption of Risk Agreement and Release of Liability and Indemnity Agreement (the "Release"), includes, but is not limited to, claims based on the following: the Club's improper maintenance of its equipment (mechanical or otherwise), grounds or facilities, negligent instruction or supervision, including personal training, or inadequate security or staffing, the Participants' use of the Club's facilities, services, or equipment, and/or slipping or tripping anywhere in or about the Club or any location in which the Club operates, including, but not limited to public facilities. Such facilities include, but are not limited to: exercise equipment, exercise rooms, weight rooms, locker rooms, sidewalks, parking lots, stairs, pool, whirlpool, spa, sauna, steam room, tennis/racquet/squash courts, or lobby area. Such risk of injury includes, but is not limited to injuries arising from the participation by any of the Participants, or others in supervised or unsupervised activities at the Club, injuries and medical disorders, including, but not limited to death, heart attacks, strokes, heat stress, sprains, broken bones, and injured muscles and ligaments, among others, arising from exercising, any recreational use of any of the Club's facilities, or otherwise, or while participating in any of Club's programs, classes, or activities, and accidental injuries occurring anywhere in or about the Club, including its dressing rooms, showers and other facilities.

The Participants also agree to indemnify and hold the Club harmless from any loss, liability, damage or cost that the Club may incur due to the presence of any of the Participants in, upon, or about the Club's premises or in any way observing or using any of the Club's facilities, services or equipment, whether caused by a Participant's negligence or otherwise. The Participants further expressly agree that the Release is intended to be as broad and as inclusive as permitted by the law of the state of California, and that if any portion of the foregoing Release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the Release shall continue in full force and effect without the invalid portion.

On behalf of the Participants, I acknowledge that I have carefully read this Release and fully understand that it is a release of liability, and express assumption of risk and indemnity agreement. I am aware and agree that by executing this Release, I, and all of the Participants are giving up any rights I or any and all of the Participants may have to bring a legal action or assert a claim against the Club for its active or passive negligence, or for any defective product on its premises.

I represent that I have the actual authority to, and do hereby enter into this Release on my behalf and as an authorized agent, or parent or legal guardian for all of the Participants. I have read and voluntarily signed this Release and I further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me.

MEMBER / PARTICIPANT NAME: _____

DATE _____ X SIGNATURE _____

PRINT NAME _____