

WAIVER AGREEMENT

For good and valuable consideration (the receipt and adequacy of which is acknowledged by the undersigned), the undersigned hereby agrees as follows:

1. The undersigned has requested the right to exercise in and/or participate in, and/or use, the equipment, facilities, programs, personal training instruction, classes, activities, and/or other services or events provided by, or sponsored by, a health and fitness club owned or operated by a "USF Entity" (as defined below) (each such health and fitness club, a "Club"), in each case whether on or off a Club's premises (collectively, the "Club Facilities").

2. The undersigned hereby acknowledges, agrees, represents, warrants, and covenants, for the benefit of each "USF Party" (as defined below), that (i) the undersigned is voluntarily engaging in physical exercise, (ii) the undersigned has no congenital, physical, or mental health problems, including, without limitation, any cardiovascular, neurological, or any other illness, disability, disease, or other condition, that will prevent the undersigned from exercising in a Club and/or participating in, and/or using, any Club Facilities without injury to the undersigned or impairment of the undersigned's health, (iii) the undersigned has consulted a licensed physician concerning an exercise program that will not subject the undersigned to risk of injury or impairment of health and the undersigned's physician has approved the undersigned's contemplated participation in and/or use of Club Facilities, and (iv) no employee of any USF Entity has given the undersigned any medical advice and the undersigned is relying solely on the advice of the undersigned's physicians regarding the undersigned's ability to exercise or participate in, and/or use, any Club Facilities. If the undersigned has any special exercise requirements or limitations, the undersigned shall disclose such requirements and limitations to the applicable Club in writing (which must be signed by the undersigned and the General Manager of such Club) before participating in or using, or when seeking help or advice regarding, any Club Facilities.

3. The undersigned acknowledges and understands that engaging in physical activities and participation in and/or use of the Club Facilities involves an inherent risk of loss or injury to persons or property. The undersigned further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) the undersigned's participation in and/or use of the Club Facilities (including locker rooms and spa, pool, shower, and other wet areas in a Club), whether supervised or unsupervised and whether on or off Club premises; (ii) any dietary recommendations by any Club staff, (iii) medical disorders resulting from the undersigned's participation in and/or use of the Club Facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by the undersigned or any other person), including, without limitation, slip and fall accidents in or around Club premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using Club Facilities or traveling to/from the Club; and (v) theft or loss of personal property (including, without limitation, personal property kept in lockers). The undersigned expressly agrees that the undersigned (a) is participating in and/or using the Club Facilities at the undersigned's sole risk with knowledge of the dangers involved, and (b) to the extent permitted under applicable law, assumes all risk of damage, destruction, theft, or other loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for such loss or injury whether due to participating in and/or using the Club Facilities, improper supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of any USF Entity or their respective principals, contractors, Affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (each a "USF Party") (each such injury or loss, a "Loss"). The undersigned is cautioned against bringing valuables onto Club premises. "USF Entity" means US Fitness Holdings, LLC ("Holdings"), Sport & Health Holdings, LLC ("S&H"), or any of their respective "Affiliates" (as hereinafter defined) or subsidiaries. "Affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with Holdings or S&H, and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity.

4. To the extent permitted under applicable law, the undersigned (a) waives any and all claims and rights that the undersigned may now or hereafter have against any USF Party for any Loss; and (b) releases, discharges, holds harmless, and indemnifies each USF Party from, and covenants not to sue any USF Party with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), causes of action, suits, judgments, demands, fees, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses), damages, and other liabilities with respect to any Loss. The undersigned acknowledges that the undersigned (i) has carefully read this Agreement and fully understands its terms; and (ii) to the extent permitted under applicable law, is waiving any right to bring any action or make a claim against any USF Party with respect to any Loss and if any such action or claim is brought, such action or claim shall constitute a Loss subject to the provisions of the immediately

preceding clauses (a) and (b). The provisions of this paragraph shall survive the termination of the undersigned's use of any Club Facilities.

This Waiver Agreement shall be governed by, construed, and enforced in accordance with the laws of the jurisdiction in which it is executed by the undersigned without regard to its conflicts of laws principles. This Waiver Agreement shall be binding on the undersigned and the undersigned's successors, assigns, heirs, and legal representatives. If any term or provision of this Waiver Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of this Waiver Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

In witness whereof, the undersigned has executed and delivered this Waiver Agreement under seal as of the date set forth below.

(signature) (SEAL)
Name: _____ Date: _____, 20____ Membership Number: _____
Address: _____

Phone: _____ Email: _____