



Phoenix Athletic Club, (the "Fitness Center") offers the opportunity to participate in a wide variety of recreational and fitness activities and programs ("Fitness Activities"). All participants, however, should be aware that attendance at, or use of, the Fitness Center, use of the Fitness Center's fitness, wellness or advisory services or participation in any Fitness Activities, both in the Fitness Center and including any offsite premise or venue, and without limitation the use of the Fitness Center's equipment and facilities and participation in Fitness Activities involve substantial risks of bodily injury, property damage, and other risks associated with participating in such activities. Risks include, but are not limited to, broken bones, strains, sprains, bruises, concussion, infectious disease, and heart attack. Each participant attending or using the Fitness Center, using the Fitness Center's fitness, wellness or advisory services, or participating in Fitness Activities should realize that there are risks, hazards, and dangers inherent in such activities.

I understand that the Fitness Center recommends I be examined by my physician before joining the Fitness Center, especially if I have a history of heart disease, and that I consult with my physician regularly during the time that I am engaging in Fitness Activities. I acknowledge that the employees of the Fitness Center are not licensed medical practitioners and that their advice is therefore limited in scope and is not a substitute for medical supervision and advice.

It is the responsibility of each participant to participate only in those Fitness Activities for which he/she has the prerequisite skills, qualifications, preparation, and training. The Releases (as defined below) do not warrant or guarantee in any respect the competency or mental or physical condition of any instructor or individual participant in any Fitness Activity. The Releases also do not warrant or guarantee in any respect the physical condition of any of the equipment used in connection with any Fitness Activity.

I hereby acknowledge and agree that attendance at, or use of, the Fitness Center, using any of the Fitness Center's fitness, wellness or advisory services, or participation in Fitness Activities involves an inherent risk of physical injury and/or damage to property. IN CONSIDERATION FOR BEING PERMITTED TO ACCESS THE FITNESS CENTER, USE THE FITNESS CENTER'S FITNESS, WELLNESS OR ADVISORY SERVICES AND PARTICIPATE IN THE FITNESS ACTIVITIES AND FOR THE BENEFITS RECEIVED FROM PARTICIPATION IN THE FITNESS ACTIVITIES, I VOLUNTARILY ASSUME ALL RISKS OF DAMAGES OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR BY MY PROPERTY WHILE ATTENDING OR USING THE FITNESS CENTER, USING ANY OF THE FITNESS CENTER'S FITNESS, WELLNESS OR ADVISORY SERVICES OR PARTICIPATING IN A FITNESS ACTIVITY.

RELEASE, COVENANT NOT TO SUE AND WAIVER

For the sole consideration of being allowed to attend and use the Fitness Center, use any of the Fitness Center's fitness, wellness or advisory services or participate in the Fitness Activities for which, or in connection with which, The Fitness Center and/or Corporate Sports Unlimited, Inc. has made available any equipment, facilities, grounds or personnel for such activities, I hereby agree to release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, and on behalf of myself and my heirs, representatives, executors, administrators and assigns do hereby release, relieve, covenant not to sue and forever discharge, indemnify, defend and hold harmless, The Fitness Center, Corporate Sports Unlimited, Inc., its owners or managers, their trustees, directors, officers, agents, employees, and volunteers ("Releases") of any and for all claims, demands, rights, liabilities, losses, expenses, and causes of action of whatever kind or nature, including but not limited to negligence, arising from and by reason of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from participation in, or in any way connected with or arising out of my attendance at or use of the Fitness Center, any of the Fitness Center's fitness, wellness or advisory services or my participation in any Fitness Activities. Further, I hereby release and discharge the Fitness Center from any and all liability for any loss, or theft of, or damage to personal property, including without limitation automobiles and the contents of lockers.

I HEREBY WARRANT THAT I HAVE READ THIS RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS WAIVER RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGEMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS.

PrintName Signature and Date

Email Address Company

Phone Number Emergency Contact Name & Phone Number

