

FITNESS CONNECTION™

Club Name _____

Member # _____

Date: _____

Member Name: _____

GENERAL: Fitness Connection reserves the right to add or eliminate locations and facilities available to Member. The hours of operation will be set by Fitness Connection and may be changed at any time in its sole discretion. Fitness Connection expressly reserves the right to add to, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The information on this Agreement is the property of Fitness Connection and its subsidiaries. Membership does not confer on Member any ownership interest in Fitness Connection or any of its property.

RULES AND REGULATIONS: Member acknowledges the existence of and the need for rules and regulations governing the use of Fitness Connection's equipment and facilities and participation in programs and services (the "Rules and Regulations"). The Rules and Regulations are available at www.fitnessconnection.com. Member agrees to comply with all Rules and Regulations as presently in effect or as hereafter modified, amended or supplemented. Fitness Connection reserves the right to modify, amend, or supplement the Rules and Regulations from time to time in its sole discretion.

TELEPHONE CALLS. Member authorizes Titan Fitness and its agents to contact Member using autodialed and/or pre-recorded calls, texts and/or emails from or on behalf of Fitness Connection at the telephone number(s) and email provided above. Member agrees that this consent is not a condition of purchase of the services under this Agreement.

LIABILITY FOR PERSONAL PROPERTY: Fitness Connection shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Fitness Connection's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Fitness Connection for any damage to Fitness Connection's facilities or any equipment, furniture or fixture located thereon caused by Member or any Member's guests or invitees.

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT: Member (and any Legal Guardian, as applicable), for him or herself and on behalf of all guests who may accompany Member to the facility (for purposes of this paragraph, collectively "Member") agrees that if Member engages in any physical exercise or activity or uses any Fitness Connection facility ("Use and Participation"), Member does so at his or her own risk and assumes the risk of any and all injury, illness, damage, or loss to his or her property including, without limitation, any loss or theft of any personal property ("Losses"), while engaging in such Use and Participation including, without limitation, Member's use of any exercise equipment (mechanical or otherwise), tanning equipment, the locker room, sidewalk, parking lot, stairs, pool, whirlpool, sauna, steam room, racquet courts, lobby area, or any other equipment in any Fitness Connection facilities or participation in any activity, class, program, instruction, or Fitness Connection-sponsored event. Member agrees that he or she is voluntarily engaging in the Use and Participation. Member agrees on behalf of him or herself (and all of his or her personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Fitness Connection, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns (for purposes of this paragraph, collectively "Fitness Connection") from any and all responsibilities, liabilities, claims or causes of action (known or unknown) from Losses arising out of or connected with Member's attendance at Fitness Connection, Member's Use and Participation, or any act or omission, including negligence, by Fitness Connection. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) Member's use of any exercise equipment or facilities which may malfunction or break, (b) Fitness Connection's improper maintenance of any exercise equipment or facilities, (c) Fitness Connection's negligent instruction or supervision, including personal training, or any other form of negligence by Fitness Connection or any employee of Fitness Connection, and (d) Member slipping and falling while on the facility or any portion of the premises for any reason, including Fitness Connection's negligent inspection or maintenance of its facility. Member also agrees to waive any rights that he or she may have to commence an action or recover damages for any injury at any Fitness Connection facility to any minor child who is a guest or member. Any recovery by the Member against Fitness Connection for any Losses shall not exceed the amounts paid by the Member pursuant to this Agreement. By execution of this agreement, Member hereby agrees to indemnify and hold harmless Fitness Connection from any loss, liability, damage, or cost Fitness Connection may incur due to Member's presence at any Fitness Connection facility. Member further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **BY SIGNING THIS AGREEMENT, MEMBER ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. MEMBER IS AWARE AND AGREES THAT BY EXECUTING THIS WAIVER AND RELEASE, MEMBER IS GIVING UP HIS OR HER RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST FITNESS CONNECTION FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. MEMBER HAS READ AND HAS VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

TANNING ACKNOWLEDGEMENTS. Member acknowledges (i) that Fitness Connection has instructed the Member on where the manual switching device to terminate radiation is located; (ii) that Member, if seventeen (17) years of age or younger, will be prohibited from use of tanning facilities; (iii) that Member agrees to use protective eyewear throughout each tanning session; (iv) that failure to use the protective eyewear as specified herein (a) may result in severe burns or long-term injury to the eyes and (b) will result in a forfeiture of all tanning services; (v) that medications or cosmetics may increase sensitivity to the ultraviolet radiation; (vi) that Member should avoid overexpose to tanning beds; (vii) that overexposure can cause eye and skin injury and allergic reactions; (viii) that repeated exposure may cause premature aging of the skin and skin cancer; and (ix) that Member should consult a physician before using sunlamp or tanning equipment if Member is using medications or has a history of skin problems or is believed to be especially sensitive to sunlight.

I have read the above warning and understand what it means before undertaking any tanning equipment exposure. If the Member is illiterate and/or visually impaired then witness has read the warning statement aloud and in full to the Member. I also acknowledge that I have read and understand the terms and conditions in this Agreement.

Member Signature: _____