

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.

5. In order to provide a safe and healthy experience for all employees, members, and guests, Holdings and its Affiliates (collectively, "USF") have adopted the following Member and Guest Code of Conduct (the "Code"). The Code is intended to provide health and safety standards for all Club members and guests and is aimed at protecting the welfare and wellbeing of members, guests, and employees while using and working in the Clubs. As a Club member or guest, the undersigned acknowledges and agrees that the undersigned will:

- a) Stay home and not enter a Club if the undersigned has a fever, cough, or shortness of breath, or if the undersigned has tested positive for COVID-19 or has knowingly been in close contact with someone who has tested positive for COVID-19.
- b) If required by state guidelines, be subject to a Pre-Entry Health Screening prior to entering a Club, and that if the undersigned exhibits certain symptoms or has a fever of 100.4 or higher, the undersigned must leave the Club and the undersigned will not return until the undersigned has been free of a fever for 72 hours.
- c) Maintain at least six feet of social distance at all times within the Clubs.
- d) Understands that the undersigned is strongly encouraged to wear a face mask, and that if the jurisdiction in which a Club operates requires the use of masks, the undersigned will be required to wear a face mask at that Club.
- e) Greet others verbally rather than shaking hands or giving high fives or hugs.
- f) Wipe down Club equipment before and after use with the disinfecting spray and/or wipes provided.
- g) Cover my mouth and nose with a tissue or my elbow when the undersigned coughs or sneezes if not wearing a mask.
- h) Wash my hands regularly with soap and water.
- i) Use hand sanitizer when I am not able to quickly access soap and water.
- j) Follow the flow of traffic indicated by arrows, signs, and floor decals throughout the Club.
- k) Be courteous to fellow members, respect others' personal space and work together to maintain social distancing standards.
- l) Adhere to all rules, signs & guidelines posted throughout the Club.
- m) Follow all additional instructions from Club staff regarding health and safety protocols.

USF's goal is to provide a safe environment for its members, staff, and guests, and to advance the health and wellbeing of our local communities. It is essential that all members, employees, and guests be held accountable for maintaining its strict safety standards and adhere to all health and safety protocols.

As a Club member or guest, the undersigned hereby agrees to the following:

- I. The undersigned agrees that the undersigned is personally responsible for the undersigned's safety and actions while using any Club. The undersigned agrees to comply with all USF policies and rules, including but not limited to all USF policies, codes of conduct, guidelines, signage, and instructions. Because a Club is open for use by other individuals, the undersigned recognizes that the undersigned is at risk of contracting COVID-19. With full awareness and appreciation of the risks involved, the undersigned, for myself and on behalf of my family, spouse, partner, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever releases, waives, and discharges each USF Party from, and covenants not to sue any USF Party with respect to, any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned related to COVID-19, whether caused by the negligence of any USF Party, any third-party using any Club Facilities, tools, equipment, showers, or materials, or otherwise, while participating in any activity while in, on, or around, and/or while using, any Club Facilities, tools, equipment, showers, or materials.
- II. The undersigned agrees to indemnify, defend, and hold harmless each USF Party from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorneys' fees) arising either directly or indirectly from or related to any and all claims made by or against any USF Party due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of any Club Facilities, tools, equipment, showers, or materials, whether caused by the negligence of any USF Party or otherwise specifically related to COVID-19.
- III. By signing below the undersigned acknowledges and represents that the undersigned has read the foregoing waiver of liability, understands it and signs it voluntarily as the undersigned's own free act and deed, including without limitation the release of liability and indemnification requirements contained in this

Waiver Agreement; the undersigned is sufficiently informed about the risks involved in using Club Facilities to decide whether to sign this Waiver Agreement; no oral representations, statements, or inducements, apart from this Waiver Agreement, have been made; the undersigned is at least eighteen (18) years of age and fully competent; and the undersigned acknowledges and agrees to the foregoing for full, adequate, and complete consideration fully intending to be bound by the same.

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.

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

 Phone: _____ Email: _____