

GUEST WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION

full name: _____ date of birth: _____

street address: _____

city, state, zip: _____

email: _____ phone: _____

reason for visit: _____

As a guest of **acac**, I acknowledge that the use of **acac** facilities, equipment, services and programs involves an inherent risk of personal injury to me, and that I should be aware of my medical history and consult with a physician prior to engaging in or continuing exercise if a medical condition so warrants or if I have any doubts concerning my health and fitness for exercise. I voluntarily agree to assume all risks of personal injury to myself, and waive any and all claims or actions that I (or my heirs) may have against **acac**, any of its subsidiaries or other affiliates and any of their respective officers, directors, employees, agents, successors and assigns for any such personal injury or loss of or damage to property caused, in whole or in part, by my own actions or negligence, or the negligence of acac or other third parties, including, without limitation (i) injuries arising from use of any exercise equipment and machines, (ii) injuries arising from participation in supervised or unsupervised activities and programs in exercise rooms, swimming pools, hot tubs, courts or other areas of **acac**, (iii) injuries or medical disorders resulting from exercising at **acac**, (iv) accidental injuries within any **acac** facilities, including locker rooms, steam room, whirlpools, hot tubs, spas, saunas, showers and dressing rooms.

I agree to indemnify **acac**, its officers, directors, employees, agents, successors and assigns (“Indemnified Parties”) and save and hold each of them harmless against and pay on behalf of or reimburse any such Indemnified Party as and when incurred for any Losses which such Indemnified Parties may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above.

PHOTO / MEDIA RELEASE. Guests recognize and acknowledge that, in the course of business, **acac** may record club activities that include member or guest participation and likeness on any recorded medium (including, but not limited to, video, audio and photos) for use in any form (including, but not limited to, print, broadcast, websites, blogs, and internet). Guests consent to such recording and release **acac** to use their likeness and/or voice to exhibit or distribute such recordings in whole, or in part, without restrictions or limitations for any educational or promotional purpose. Guests who wish to opt out of such media recording must express objection in person to the photographer, videographer or other media professional at the time of photographing or filming. **acac** is not liable for any guest’s appearance in media or broadcast if objection was not previously stated and documented by an **acac** team member at the time of recording.

I have read and understand this Waiver of Liability and Assumption of Risk.

By my signature below, I voluntarily agree to these terms.

Signature of Guest

Date