



THE ALASKA CLUB

The Alaska Club Release, Waiver of Claims and Indemnity Agreement

The individual named below (referred to as “I” or “me”) desires to participate in **The Alaska Club's fitness and/or personal training activities (including yoga, swimming, racquetball, exercise classes, weight training, the use of exercise machines as well as activities delivered through the internet or other electronic means)**, (collectively, the “**Fitness Activities**”) provided by The Alaska Club, Inc. (the “**Company**”). As lawful consideration for being permitted by the Company to participate in the Fitness Activities and the intangible value that I will gain by participating in the Fitness Activities. I agree to all the terms and conditions set forth in this Release, Waiver of Claims and Indemnity Agreement (this “**Agreement**”).

I AM AWARE AND UNDERSTAND THAT THE FITNESS ACTIVITIES ARE ACTIVITIES THAT MAY INVOLVE STRENUOUS PHYSICAL ACTIVITY WHICH COULD RESULT IN SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE FITNESS ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

In exchange for the consideration provided in this Agreement, I, on behalf of myself and my heirs, executors, representatives, administrators, agents and assigns, hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, stockholders, successors, and assigns (collectively, “**Releases**”), arising out of or attributable to my participation in the Fitness Activities, whether arising out of the negligence of the Company or any Releases or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releases from liability under such claims.

I acknowledge and agree that the Fitness Activities each include known, unknown and unforeseeable risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of **fitness activities, including coaching, aerobic exercise classes, cardiovascular training, yoga, swimming, racquetball, the use of exercise machines, weight training, group strength training and personal training** is derived in part from inherent risks created by the activities beyond the accepted safety of life at home or in my normal day-to-day activities, and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in such Fitness Activities. **I acknowledge and agree that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Fitness Activities.**

I acknowledge and agree that the inherent risks associated with fitness activities are intended to challenge and engage the physical, mental and emotional resources of the participant. The risks include, but are not limited to, **trips and falls that can result in serious injury resulting in complete or partial paralysis or death; drowning; dropping weights or other equipment or being in the area of weights or equipment as they may be dropped or misused; improper use or failure of equipment; strains and sprains; and those risks caused by facilities, temperature, condition of the participant, level of hydration, equipment, and the actions of other people including, but not limited to, participants, coaches, instructors and trainers.**

I represent that I am voluntarily participating in the Fitness Activities and using the Company's facilities or equipment with full knowledge of all known and unknown risks and potential dangers involved in the Fitness Activities. I acknowledge that the Company, its employees and agents, including instructors and personal trainers may not always be monitoring participants during Fitness Activities. **I acknowledge and agree that I have responsibilities, including the responsibility for my own safety while participating in any or all of the Fitness Activities associated with or provided by the Company.**

I acknowledge and agree that **I AM ULTIMATELY RESPONSIBLE** for my own safety during my use of the Company's Fitness Activities.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ THE ENTIRE AGREEMENT AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

I have read this release, waiver of claims and indemnity agreement in its entirety (front/back)

Signature

Printed Name

Date



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The Company's instructors, employees, volunteers, agents or others have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of mine or another participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment they use or recommend or provide to me might malfunction or be poorly maintained.

Immediately upon or prior to participating in Fitness Activities, I will inspect the adequacy of the facility where I intend to participate as well as the reliability of any equipment that I will use. I hereby agree that logging into any of the Company's Fitness Activities for observation or participation in physical activities constitutes an acknowledgment that I find and accept the facilities and equipment I will use as being safe and reasonably suited for the purposes of such observation, participation or use. I hereby agree that the entry into the TAC facilities for observation, participation in physical activities or use of any facilities, the swimming pools or equipment constitutes an acknowledgment that I find and accept the TAC facilities and equipment as being safe and reasonably suited for the purposes of such observation, participation or use. I will immediately advise the Company of anything which I consider to be unsafe, or I will refuse to participate.

I acknowledge and agree that the use of drugs or alcohol during my participation in any or all of the Fitness Activities associated with or provided by the Company is done at my own peril. I understand that the Company reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

To the fullest extent permitted by law, I shall defend, indemnify, and hold harmless the Company and all other Releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by, arising out or resulting from any claim of a third party related to the Fitness Activities.

I have sufficient skill and fitness to participate in the Fitness Activities offered by the Company. I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition.

I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating in the Fitness Activities, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

I acknowledge and agree that this Agreement applies to each use of Fitness Activities and all equipment rentals from the Company or activities in which I participate.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alaska without giving effect to any choice or conflict of law provision or rule (whether of the State of Alaska or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in the State of Alaska and I hereby consent to the exclusive jurisdiction of such courts.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.