

OLD TOWN ATHLETIC CLUB, LLC
321 Walker Drive, Warrenton, VA 20186

CAMPUS LIABILITY WAIVER

I agree to the following:

Because physical exercise can be strenuous and subject to risk of injury, including serious injury, the club urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member, guest or participant) agree that if you engage in any physical exercise or activity, or use any club amenity on the premises or off the premises including any sponsored club event, you do so **entirely at your own risk**. Likewise, dietary modifications can cause a variety of changes and can create problems, including as it relates to my energy, stamina, appetite, and mood. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely my responsibility and I should consult a physician prior to undergoing any dietary or food supplement changes. I agree that I am voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness or death.

The risk includes, but is not limited to (a) injuries arising from the use of any of Old Town Athletic Club equipment, including any accidental or "slip and fall" injuries; including adjacent sidewalks and parking areas; (b) injuries arising from participation in supervised or unsupervised activities and programs within Old Town Athletic Club or outside Old Town Athletic Club, to the extent sponsored or endorsed by Old Town Athletic Club; (c) injuries, but not limited to heart attacks, strokes, heart stress, sprains, broken bones and from muscles or ligaments; and (d) injuries resulting from the actions taken or decisions made regarding medical or survival procedures; (e) The sudden unforeseen malfunctioning of any equipment; (f) our instruction, training, supervision or dietary recommendations. This also includes any negligence associated with the presence of or transmission of any bacteria, viruses or infectious diseases. I understand and voluntarily accept this risk. I agree to specifically assume all risk of injury, illness or death, whether physical or mental, as well as all risk of loss, theft or damage of personal property while I am using or present at any Old Town Athletic Club center, using any lockers, equipment or services at any Old Town Athletic Club center or participating in Old Town Athletic Club's programs, whether such programs take place inside or outside of an Old Town Athletic Club center including virtual or online programs. I waive any and all claims or actions that may arise against Old Town Athletic Club, it's parent companies, affiliates, subsidiaries, successors, assigns, independent contractors and agents as well as each party's owners, directors, employees, or volunteers as a result of any such injury, loss, theft or

damage, including and without limitation, personal bodily or mental injury, economic loss or any damage resulting from the negligence of Old Town Athletic Club, it's parent companies, affiliates, subsidiaries, successors, assigns, independent contractors or anyone else using an Old Town Athletic Club center. If there is any claim by anyone based on any injury, loss, theft or damage that involves me, I agree to defend Old Town Athletic Club LLC, its parent companies, affiliates, subsidiaries, successors, assigns, agents and independent contractors against such claims and pay such parties for all expenses relating to the claim, and indemnify Old Town Athletic Club its parent companies, affiliates, subsidiaries, successors, assigns, agents and independent contractors for all obligations resulting from such claims. I have read the above thoroughly and understand the terms. My participation in the selected activities as well as my agreement to the foregoing are both purely voluntary and I elect to do so in spite of the risks.

Additionally, I understand that Old Town Athletic Club occasionally photographs/videotapes client events/sessions and by signing below I provide my express written approval for Old Town Athletic Club to use these images or video in any and all media for promotional purposes, with no financial or other remuneration due to me.

Signed by _____

Print Name _____

Date _____