



HALLETT CENTER OF CROSBY ADDENDUM & WAIVER OF LIABILITY & INDEMNIFICATION
Waiver of Liability, Release, Indemnification, and Hold Harmless Agreement

It is understood and agreed, that the undersigned hereby ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING OR VOLUNTEERING IN AN EXERCISE PROGRAM OR ACTIVITIES, USE OF EXERCISE EQUIPMENT AND FACILITIES at HALLETT CENTER OF CROSBY.

- I hereby WAIVE, RELEASE, AND DISCHARGE HALLETT CENTER OF CROSBY, HEALTH FITNESS CORPORATION and/or their respective board members, directors, officers, employees, volunteers, representatives, agents, activity or event holders/sponsors/volunteers (collectively, the "Released Parties") FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME DURING THE TIME OF MY PARTICIPATION IN EXERCISE AND/OR ACTIVITIES.
 - I hereby INDEMNIFY, HOLD HARMLESS, AND COVENANT NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF MY PARTICIPATION IN EXERCISE AND/OR ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF OR FAULT OF THE RELEASED PARTIES. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, I, OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST THE RELEASED PARTIES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE RELEASED PARTIES FOR ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE OR COST WHICH MAY INCURE AS A RESULT OF SUCH CLAIM.
 - IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability, Release, Indemnification and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, ad-equate and complete consideration fully intending to be bound by same.
1. I agree that I am personally responsible for my safety and actions while using the HALLETT CENTER OF CROSBY ("Fitness Center"). I agree to comply with all Fitness Center safety practices and rules
 2. I further agree to comply with all Fitness Center policies, guidelines, signage, and instructions, and I understand that failure to do so may result in immediate termination of my guest pass, future guest passes, and membership to the Fitness Center. I recognize that the Fitness Center is open for use by other individuals, and that this exposure to other individuals poses a risk that I may contract COVID-19 despite precautions taken by the Fitness Center and Health Fitness. I have a full awareness and appreciation of the risks involved, I am willing to accept these risks, and for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives covenant not to sue, and hereby forever release, waive, and discharge HALLETT CENTER OF CROSBY, any entity affiliated with HALLETT CENTER OF CROSBY, including but not limited to the operator of the Fitness Center, Health Fitness Corporation, and/or their board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from 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 me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Fitness Center, or otherwise, while participating in any activity while in, on, or around the Fitness Center and/or while using any Fitness Center facilities, equipment, materials or machines.

3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Fitness Center facilities, equipment, materials, or machines whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.
4. By signing below I acknowledge and represent that I have read the foregoing Membership Addendum and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Fitness Center to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Louisiana law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Printed Name

Signature

Date

GUESTS UNDER 18 YEARS OF AGE

| Printed Name of Minor | Date of Birth |
|--|------------------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| _____ Signature of Parent/Guardian | _____ Today's Date |