

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

ABC PRIVACY POLICY

ABC collects information about you that is provided in conjunction with your purchase of services from one of ABC’s health club clients, including information provided on your health club membership agreement(s) and personal training agreement(s). Information about you is typically obtained from the agreement you sign with the club from whom you purchase services. Your personal information may also be collected when you provide information directly to ABC in any manner, or when you update account or contact information at the club or online. Th information ABC collects about you may include your name, postal address, email address, phone numbers, bank account or credit card information, audio recordings of phone calls with you or made in relation to your account, photographs voluntarily taken at the club, and e-mail correspondence with you in relation to your account. ABC collects such personal information about you for the purpose of processing and collecting payments owed by you to the club, to contact you in relation to your health club account, and to otherwise provide third party payment processing and administrative services to your club. ABC uses information it collects to communicate with health club members, collect payments owed to its health club clients, and maintain up to date account information for members.

ABCs Full Privacy Policy is available at www.abcfitness.com/privacy-policy.

TERMS AND CONDITIONS

GUEST agrees and understands that there are risks associated with the use of the facilities and GUEST further agrees and understands that GUEST is assuming the risks associated with the use of the facilities and all equipment contained therein including the risk of injury and death. For and in consideration of the use of the facilities, GUEST agrees to release, discharge, and waive any Claim against the club and its owners, agents, employees and representatives from any and all damages, injuries, or death resulting from the GUEST’s use of the facilities including but not limited to the exercise and associated equipment and athletic facilities, participation in fitness programs and exercise classes.

The GUEST represents that he/she is in good health and does not suffer from any infirmity, disease, impairment, or physical conditions that would prevent GUEST from participating in any of the activities or programs or use of the exercise equipment without suffering harm or injury. GUEST represents to the club that GUEST either has the permission and approval of his physician to participate in the athletic activities, programs, and exercise classes and use of exercise equipment or if he/she does not have such permission, the GUEST hereby assumes the risk of injury and death, which may result from such activities.

GUEST agrees that any videos or photographs taken in the club are solely the property of Hallett Center of Crosby and we can use them for any purpose at our discretion. Hallett Center of Crosby is currently videotaping at this location for possible inclusion in advertising promotions, or to be otherwise recorded, please leave this location during videotaping.

By remaining in the immediate vicinity, you give the club your consent to videotape, record, take your picture, likeness, voice and statements. GUEST affirms, acknowledges and attests that GUEST’s mailing address, telephone number, and e-mail address provided are accurate and were provided by GUEST voluntarily. Subject to applicable law, GUEST agrees that Hallett Center of Crosby and ABC Financial Services, Inc, including its agents and affiliates, may contact GUEST at any mailing address, phone number, or email address provided.

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 Minnesota 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.

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Printed First and Last Name Date of Birth Phone Number

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**Signature** **Date**

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