

LIABILITY RELEASE/MEMBERSHIP CONTRACT

I AM AWARE THAT THE USE OF FITNESS CENTER EQUIPMENT, PHYSICAL EXERCISE, AND WEIGHT TRAINING MAY INVOLVE RISK OF INJURY DUE TO IMPROPER USAGE OF EQUIPMENT OR PRE-EXISTING HEALTH CONDITIONS. I UNDERSTAND THAT DUE TO THE COMBINATION OF THESE FACTORS AND THE PHYSICAL DEMANDS OF EXERCISE THERE EXIST INHERENT RISKS THAT CANNOT BE ELIMINATED BY THE FITNESS CENTER AFTER EXERCISING REASONABLE CARE. I FURTHER UNDERSTAND THAT NEITHER THE FITNESS CENTER NOR DOMINO'S FARMS, CORP., WILL HAVE SOMEONE WATCHING ME AT ALL TIMES AND THAT NEITHER ENTITY ASSUMES RESPONSIBILITY FOR DIRECTION, SUPERVISION OR CONTROL OF MY ACTIVITIES AT THE FITNESS CENTER OR IN ITS PROGRAMS.

I FURTHER ACKNOWLEDGE THAT THE USE OF THE FITNESS CENTER FACILITY AND EQUIPMENT, AND MY PARTICIPATION IN ITS ACTIVITIES, FITNESS/HEALTH CLASSES, AND/OR LEAGUES, WHETHER AT THE FITNESS CENTER OR ELSEWHERE IS AT MY OWN RISK. I UNDERSTAND THAT WHILE DOMINO'S FARMS, CORP., ATTEMPTS TO ENSURE THAT ALL FITNESS/HEALTH INSTRUCTORS ARE CERTIFIED, AN INSTANCE MAY OCCUR WHEREBY A NON-CERTIFIED INSTRUCTOR TEACHES A CLASS AND THAT THIS OCCURRENCE SHALL NOT AFFECT, IN ANY MANNER, THE VALIDITY OF THIS RELEASE AND WAIVER. I UNDERSTAND AND AGREE TO FOLLOW ALL FITNESS CENTER RULES WHILE USING THE FITNESS CENTER FACILITY OR PARTICIPATING IN ACTIVITIES SPONSORED BY DOMINO'S FARMS, CORP., OR THE FITNESS CENTER.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND BY EXECUTION OF THIS AGREEMENT EXPRESSLY AGREE TO ASSUME ALL RISKS OF PERSONAL INJURY OR OTHER PHYSICAL AILMENTS I MAY SUSTAIN AS A CONSEQUENCE OF, OR ARISING OUT OF MY PARTICIPATION IN ANY ACTIVITIES, FITNESS/HEALTH CLASSES, AND/OR LEAGUES AT THE FITNESS CENTER FACILITY, OR AT OTHER FACILITIES, IF SPONSORED BY THE FITNESS CENTER OR BY DOMINO'S FARMS, CORP., AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH INJURIES OR AILMENTS. I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE DOMINO'S FARMS HOLDING LLC, DOMINO'S FARMS LAND DEVELOPMENT LLC, DOMINO'S OFFICE PARK LLC, DOMINO'S FARMS CORP., AND THEIR OFFICERS, STAFF, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES, AND ANY OF THEIR AFFILIATES OR SUBSIDIARIES AND AGREE TO INDEMNIFY AND HOLD THEM HARMLESS FROM ANY AND ALL LIABILITY CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION OR CAUSES OF ACTION PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF MY USE OF THE FITNESS CENTER FACILITY AND EQUIPMENT, AND MY PARTICIPATION IN ANY ACTIVITIES, FITNESS/HEALTH CLASSES, AND/OR LEAGUES AT THE FITNESS CENTER OR ELSEWHERE OR SPONSORED BY THE FITNESS CENTER OR DOMINO'S FARMS, CORP.

I HAVE READ THE MEMBERSHIP POLICIES AND UNDERSTAND THAT MY MEMBERSHIP IS CONTINGENT UPON MY STATUS AS AN EMPLOYEE WORKING AT LEAST 30 HOURS PER WEEK AT DOMINO'S FARMS OR AS A PAYING MEMBER THAT MY MEMBERSHIP IS NON-REFUNDABLE, NON-TRANSFERABLE, AND MAY NOT BE EXTENDED FOR ANY REASON WITHOUT PAYMENT OF AN ADDITIONAL MEMBERSHIP FEE. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT THE DOMINO'S FARMS FITNESS CENTER RESERVES THE RIGHT TO, AT ANY TIME, WITH OR WITHOUT NOTICE, INCREASE MEMBERSHIP FEES, INCREASE ACTIVITY FEES, CHANGE ITS SCHEDULE OF OPERATIONS, OR CANCEL CLASSES.

X _____
PRINT NAME

X _____ DATE _____
SIGNATURE

X _____ DATE _____
FITNESS SPECIALIST SIGNATURE