RELEASE OF LIABILITY AND CONSENT

HEALTH FITNESS CORPORATION RELEASE OF LIABILITY AND CONSENT—FITNESS MANAGEMENT AND FITNESS MANAGEMENT BLENDED SERVICES AT A FITNESS CENTER (A-1)

(Includes Health Management Services and Health Improvement Programs except Health Screenings, Personal Training and Massage Therapy) loss arising from or in any way relating to my participation in HealthFitness programs and use of Center.

I hereby release, agree not to sue and forever discharge Emory University Health Fitness Center (Client) and HealthFitness and their respective affiliates* of and from any and all manner of claims, demands, actions, causes of action, liability, damages, claims for punitive or liquidated damages, claims for attorney’s fees, costs and disbursements, individual or class action claims, and demands of any kind whatsoever I have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in any way relating to my receipt of assessment services, participation in HealthFitness programs, use of the Center and loss of personal property, however originating or existing. This release shall be binding upon my heirs, personal representatives, administrators, executors and assigns.

I understand that this release includes, without limitation, all injuries which may occur as a result of the following: (a) my use of HealthFitness' amenities and equipment in the Center facilities, my receipt of instruction and other services from HealthFitness, or my participation in any activity, class, program or instruction; (b) the malfunctioning of any equipment; (c) HealthFitness' training, supervision or dietary recommendations; and (d) my slipping and/or falling while in or on the Center’s premises, including adjacent sidewalks and parking areas.

I further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet.

I understand, as a participant of the health and fitness program who is to be assessed and given the opportunity to participate in an exercise program at the Center, I will have the option to receive a fitness assessment that measures some or all of the following items: (1) flexibility; (2) muscular strength and endurance; (3) body composition; and (4) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: (1) fit; (2) unfit; or (3) likely to benefit from exercise or changes in diet. That judgment can only be made by my physician.

I am aware that the fitness assessment is for the purpose of designing a personal exercise program and providing information on conditioning levels compared to norms. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither the Center, HealthFitness, nor any of their affiliates will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters.
I further understand HealthFitness staff will question me about my health status and I agree to complete a health history
questionnaire. I certify the information I provide to HealthFitness staff about my health and exercise history and current health status
will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HealthFitness
staff in the event of any change in my health or medical status. HealthFitness shall treat information regarding my personal health and
medical status as confidential. HealthFitness shall not release such information without my written consent, except to authorized
HealthFitness and Center employees, agents, successors and assigned contractors who we use to support our business; in connection
with any programs sponsored by my employer in which I participate; in connection with the sale, assignment or other transfer of the
business which the information relates; when applicable by laws, court orders or government regulations require us to do so; and to
health care personnel for treatment purposes (including, for example, emergency assistance personnel). I understand that
HealthFitness may use or disclose to others information regarding my health for statistical analysis or other research purposes,
provided that my name and other personally identifiable information is removed from the information prior to such uses and
disclosures.

I understand there are possibilities of injury or other complications, including but not limited to, musculoskeletal injuries,
cardiovascular trauma, neurological impairment, heart attack and even death, which may occur during a fitness assessment, while
completing an exercise program, while otherwise using the Center facilities or while participating in any health and fitness program
activities.

I voluntarily agree to submit to a fitness assessment and assume all risks associated with my participation in the fitness assessment,
health and fitness programs (including a personal exercise program) and use of Center facilities. I understand and acknowledge it is my
responsibility not to exceed the guidelines established for me on my exercise program card and in other program materials.

I understand use of the Center and participation in a fitness assessment, health and fitness program activities is strictly voluntary, is not
required of employees of participating companies and I may discontinue my participation at any time. I further understand
HealthFitness may revoke my privileges to use the Center or otherwise participate in assessment or other programs at any time, in its
sole discretion. I agree to be bound by and obey all the rules and policies of the Center, HealthFitness and HealthFitness staff in my use
of the Center and in my participation in the health and fitness program activities.

I understand at any time I may review this Release of Liability and Consent by requesting a copy from HealthFitness staff. I agree if any
portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

I have carefully read this Release of Liability and Consent and fully understand its terms. I sign it voluntarily with full knowledge of its
legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

Signature: ____________________________ Date: __________________

Print Name: __________________________________________________________

*Affiliates means any branch, division or subsidiary of HealthFitness or HealthFitness’ present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors and the successors and assigns of each, whether in their individual or official capacities.