

Premium Membership at The Ranches Golf Club

FITNESS CENTER ADDENDUM & LIABILITY WAIVER

In consideration for being allowed to use the equipment and facilities, watch or participate in the activities (hereinafter the “Activity” or “Activities”) at The Ranches Fitness Center at The Ranches Golf Club (“Facility”), I hereby expressly agree and contract on behalf of myself, family members, and guests to the following:

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Ranches Golf Club their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while participating in such Activity, while in, on or upon the facility where the Activities are being conducted, regardless of whether such loss is caused by the negligence of the Releasees, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. **Member Initials** _____
2. I am fully aware that there are risks and hazards, both known and unknown, connected with the Activity, and I am aware that such Activities include the use of dumbbells, weights, all exercise equipment and machines at the Facility that may result in the risk of injuries to, among others, the head, face and body, leading to the torn ligaments, broken bones, etc. as a result of improper use of equipment; I am aware of the risk of other injury and even death, and I hereby elect to voluntarily participate in said Activities, knowing that the activities may be hazardous. Notwithstanding any consultation on exercise programs which may be provided by gym employees, it is hereby understood that the selection of exercise programs, methods and types of equipment shall be the my entire responsibility. I understand that the Releasees do not require me to participate in this Activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury or illness, including death that may be sustained by me as a result of being engaged in such Activities, whether caused by the negligence of Releasees or otherwise, to the fullest extent allowed by law. **Member Initials** _____
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said Activities, whether caused by negligence of Releasees or otherwise, to the fullest extent allowed by law. **Member Initials** _____
4. I represent that I am covered under my own insurance policies, covering any personal injuries to them personally or which I may cause to others, or which may be caused to myself by others. I agree to deal directly with my own carrier, and not The Ranches Fitness Center, on any claim. I acknowledge that my membership cost reflects savings due to the fact that I provide my own insurance. I understand that if any accident is caused by a defect or faulty design of the equipment, the injured party will direct any claim against the manufacturer, holding The Ranches Fitness Center harmless and subrogate their rights, if any, to The Ranches Fitness Center. **Member Initials** _____
5. I further hereby AGREE to be FULLY and COMPLETELY responsible for any and all who participate under my membership. This includes during regular business hours and during off hours when there will be no staff represented on site. Any damage caused by those that are participating in the ‘ACTIVITIES’ are under my responsibility. Any damage, theft or negligence will be required to be remedied and rectified by me and solely me. **Member Initials** _____
6. I further agree, and will ensure myself and those that participate while with me under my membership, will comply with all rules imposed by the Facility regarding the Activity and to refrain from using any equipment in a manner inconsistent with its intended design and purpose. **I agree to comply with the information on the Membership Contract Information (Addendum A), General Membership Information and Procedures Document (Addendum B), and Gym Membership Specific Information and Procedures Document (Addendum C).** **Member Initials** _____

Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

This ADDENDUM and WAIVER OF LIABILITY shall be construed in accordance with and governed by the laws of the State of Utah.

I acknowledge that the Releasees are relying on this Addendum and Waiver of Liability in allowing me to attend the Facility, participate in the Activities and use the equipment, and that but for the signing of this Addendum and Waiver of Liability I would not be allowed to attend the Facility, participate in the Activities and use the equipment.

I acknowledge that during my attendance at the Facility or its agents may take photographs, videotapes and/or other recordings of me and/or any Minor. I agree and hereby authorize The Ranches Fitness Center to use any picture, image, video footage, statement, etc. captured within the facility for personal files, newsletters, and promotional purposes such as newspaper articles, videos, advertisements, flyers, etc.

I understand that failure to comply with this agreement or any rule or regulation shall be cause for revocation of membership without notice and without any liability for refund.

I represent that I have read and agree to abide by the rules and regulations of The Ranches Fitness Center. I agree to report any violation of the rules and regulations by other gym users to gym management. Notwithstanding the fact that every gym user has agreed to abide by the rules and regulations, I recognize that The Ranches Fitness Center employees cannot monitor every gym user for a violation of the rules. The Ranches Fitness Center shall not be liable to members for any claims, demands, injuries, damages, or causes of action arising due to breach of gym rules by other gym members or users, or any conduct of gym members or users.

I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

Membership Coordinator

Date

Member Signature

Date