

The Studio Beverly Fitness Center Waiver and Release

I enter into this Fitness Center Waiver and Release (this "**Waiver**") with The Studio Beverly, LLC, an Illinois limited liability company (the "**Studio**") for the privilege to use the fitness center located at 2501 W 103rd St, Chicago, IL 60655 (the "**Facility**").

1. Waiver and release of all claims (including negligence)

In consideration for use of the Facility, I, on behalf of myself, my heirs, executors, administrators, successors and assigns, waive and release the Studio, its agents, representatives, employees, officers, directors, managers, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to, claims for personal injury (including, without limitation, death), property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence, or any of my guest's presence, at the Facility or use of the Facility and/or equipment located in, about or obtained from, the Facility (the "**Equipment**"). **This waiver and release is intended to, and does, release the Studio from any and all liability for damages or injuries (both economic and non-economic) on account of, or in any way related to, or growing out of my negligence, the negligence of third parties and the Studio's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the Facility and/or its equipment, negligence in training or negligence in supervision. This is not intended to release the Studio from any liability resulting from the Studio's intentional conduct.**

I agree solely to be responsible for safety and wellbeing of my guest and myself.

I understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to use of the Facility or any of the Equipment. I understand and agree that it is my sole responsibility to obtain a doctor's approval and to present such approval to the Studio prior to my engaging in any activities at, or pertaining to, the Studio.

I further covenant and agree not to institute any claims or legal action against the Studio for any claim released by this Waiver. I further agree that should any claim be made against the Studio in contravention of this Waiver, including but not limited to derivative claims, I will protect, defend and completely indemnify the Studio Beverly for any such claim and expenses including attorneys' fees and costs incurred by the Studio in defending themselves or security indemnity hereunder.

I recognize and acknowledge that the Facility is not supervised, and I use the Facility (including premises and Equipment) entirely at my own risk.

2. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

3. I understand that the Studio is not responsible for any lost or stolen valuables or property from within or located adjacent to (including, without limitation, all parking facilities) the Facility.

4. While at the Facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the Facility by other users.

5. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the Facility. I agree that I will comply fully with all rules and regulations and with any amendments thereto, promulgated by the Studio.

I have read this Waiver and understand that by signing this Waiver I have consented voluntarily to be bound by its terms, including the waiver/release of any legal right I may have to sue the Studio for any costs the Studio incurs because a claim or legal action is brought in violation of this Waiver. I agree any violation of this Waiver

by me, and any of its terms and conditions, as determined by the Studio, in its sole discretion, will void and terminate this Waiver and may result in loss of the ability to use the Facility.

Name (please print) _____

Signature _____ Date _____

