

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

Please read carefully as the below contains a release and waiver of certain rights.

I, _____, request authorization to participate in Guaranteed Rate Fitness Programs (ex: Biggest Loser Challenge; Be fit; Eat Right, etc.) (the "Program"). I acknowledge that participation in the Program is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

Because physical exercise can be strenuous and subject to risk of serious injury, we (Guaranteed Rate, Inc.) urge you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical exercise or activity, you do so entirely at your own risk.

Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and assume all risks of injury, illness, or death, and further, you have made all necessary parties aware of all allergies or food sensitivities.

1. Participation in the Program may involve physical exercise, sport and recreational activities that may cause injury. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, sport, wellness, and/or recreational activities. My participation in the Program is a voluntary activity in all respects and I assume all potential risks of injury and illness.
2. I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries (including death), damages or loss which I may sustain as a result of participating in any and all activities arising out of, connected with or in any way associated with my participation in the Program.
3. **I, on behalf of myself, my spouse, heirs, estate, successors, and assigns, do hereby fully release and discharge Guaranteed Rate, Inc. and its agents, officers, employees, instructors and the sponsors and those whose equipment/facilities are being used for this Program (collectively, the "Released Parties") from any and all liability, claims and causes of action from injuries or illness (including death), damages or loss which I may have or which may accrue to me on account of participation in the Program and arising out of any/all activity associated with the same. It is my express intent that this is, and shall be, a complete and irrevocable release and waiver of liability. Specifically and without limitation, I, on behalf of myself, my spouse, heirs, estate, successors, and assigns hereby release the Released Parties from any liability, claim, or cause of action arising out of the Released Parties' negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.**
4. I, on behalf of myself, my spouse, heirs, estate, successors, and assigns, further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages or loss, including, but not limited to attorneys' fees, sustained by me arising out of, connected with, or in any way associated with, the Program.
5. In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my immediate care and agree that I will be responsible for payment of any and all medical services rendered.

- 6. I have been advised by Guaranteed Rate to consult with a physician before I undertake any physical exercise program. I certify that I am in good health and sufficient physical condition to properly participate in the Program; that I am knowledgeable about the proper use of any equipment that I will use and the rules of any activities that I will participate in.
- 7. I understand, and agree to adhere to Guaranteed Rate, Inc.'s fitness policy and rules, which are available for review by request.
- 8. The invalidity or unenforceability of any provision of this Release of Liability shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 9. This Release of Liability shall be governed and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws provisions therein. By executing this Agreement, you hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Illinois and federal courts located in Cook County, Illinois, for the purposes of any action or proceeding relating to or arising out of this Agreement.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including the permission to secure medical treatment and the release of all claims, including claims for the negligence of the Released Parties. I am 18 years old or older. I understand that my signed waiver will be retained in my employee personnel file. This document is binding upon me and my heirs, children, wards, personal representatives and anyone else entitled to act on my behalf.

Signed: _____

Printed Name: _____

Date: _____