TOP PROGRAM INJURY RELEASE AND WAIVER

Member Information:
Member's Name _____ Email Address_____

The individual(s) named above (referred to as "**I**", "**me**", "**my**" or "**Participant**") desires to participate (directly or as a spectator) in Oxford Club of Wexford, GP, LLC, a Pennsylvania limited liability company's (the "**Company**") Tough On Parkinson's program (the "**TOP Program**") focused on fighting the symptoms of Parkinson's disease which may include exercises to build the cardiorespiratory system (heart and lungs to increase expiratory strength), the musculoskeletal system (muscle endurance, strength and flexibility), and to improve body composition, hand-eye coordination, and agility; as well as certain anaerobic and aerobic activities including, but not limited to, jumping rope, walking/running, exercise, speed or reflex bags, and other similar activities designed to improve balance, muscular strength, endurance, flexibility, range of motion and coordination; furthermore, the TOP Program may include various other related Company offerings, activities or events such as fitness, weight training, swimming, use of pools, steam rooms, hot tubs, saunas, showers, jogging track or locker room facilities, use of childcare services, children's amusement center equipment and entertainment devices, babysitting services or playgrounds, camps, clinics, tournaments, or sports leagues, tennis, racquetball, squash or other racquet sport facilities, volleyball, basketball, soccer or other sports, yoga, Pilates, spinning, massage, walking program or other health or wellness classes, services or facilities, dietician, nutritionist or other related classes or services, use of parking areas, bar or restaurant facilities (which may include the serving of alcohol), social events or such other activities or events as may take place from time to time (collectively, the "**Activities**") provided by, or hosted at the Company facility located at 100 Village Club Drive, Wexford, PA 15090 (the "**Facility**"). As lawful consideration for being permitted by the Company to use the Facility and to participate in the Activities, and intending to be legally bound hereby, I agree to all of the terms and conditions set forth in this Release and Waiver Agreement (this "**Agreement**").

Participant agrees to obey all instructions of the Organization and act responsibly during the TOP Program and/or the Activities. **PARTICIPANT AGREES TO STOP AND SEEK ASSISTANCE FROM THE COMPANY AND/OR EMERGENCY SERVICES OR OTHERWISE AS NECESSARY IF PARTICIPANT DOES NOT BELIEVE HE OR SHE CAN SAFELY CONTINUE, TO LIMIT THEIR PARTICIPATION TO REFLECT HIS OR HER PERSONAL FITNESS LEVEL, AND REFRAIN FROM ANY AND ALL ACTIONS/ACTIVITIES THAT WOULD POSE A HAZARD TO PARTICIPANT OR OTHERS.** Participant certifies that they are in good physical health sufficient enough to engage in the Activities or agrees to assume the responsibility and liability if Participant chooses to participate with any known injury or condition that may be aggravated or worsened by participation in the Activities. It is Participant's obligation to immediately stop any physical activity that intensifies any injury or condition and will cease activity immediately if participant becomes dizzy or lightheaded.

Participant understands that participating in the TOP Program or other applicable Activities at the Facility may expose Participant to certain dangers, risks or hazards, including (but not limited to) abnormal physical reactions occurring during exercise, such as abnormalities of blood pressure or heart rate, a decrease in the functioning of the heart, and in rare instances heart attacks; falls resulting in musculoskeletal strains, pain, and injury if adequate safety procedures are not followed and that such may still occur even if the proper precautions are taken. Participant understands that the risks and dangers of the activity may be caused by the negligence of Participant in the Activities, accidents, forces of nature, or other causes. Participant chooses to participate in the TOP Program and/or the Activities despite the possible dangers, risks and hazards set forth herein, and does so with informed consent.

I ACKNOWLEDGE, RECOGNIZE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ALSO ACKNOWLEDGE THAT I AM NOT REQUIRED TO SIGN A MEDICAL DISCLOSURE PRIOR TO PARTICIPATING IN THE ACTIVITIES AT THE FACILITY AND THAT I AM DOING SO AT MY OWN RISK. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE TOP PROGRAM AND/OR THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

_____ **Initials by Participant and/or Parent/Guardian (if applicable)**

I also acknowledge, recognize and understand that the Company: (i) may desire to use and publicize my name, likeness, picture and other personal characteristics for advertising, promotion, and other commercial and business purposes and I hereby give the Company my permission for such use and publicity for such purposes, without additional compensation of any kind, unless I decline below (I understand that declining this authorization will not affect my membership); and (ii) maintains video surveillance around the Facility for the safety of the Company's staff and members. The Company will not intentionally use the name, likeness, image, or other personal characteristics of any individual who has declined authorization for advertising or promotional purposes; however, I acknowledge that incidental or background inclusion in photographs or recordings may occur in the ordinary course of facility operations.

☐ I decline to authorize the Company to use my name, likeness, picture, image, or other personal characteristics for advertising, promotional, or commercial purposes.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, partners, members, successors, and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage arising out of or attributable to the TOP Program and/or the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee and forever release and discharge the Company and all other Releasees from liability under such claims. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, other fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the TOP Program and/or the Activities.

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This Agreement, in conjunction with the Oxford Athletic Club Membership Contract executed at admission to membership, if applicable, constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. All matters arising out of or relating to

this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Allegheny County, Pennsylvania and I hereby consent to the exclusive jurisdiction of such courts.

I am also the parent or legal guardian of minor(s) named below, if applicable. I hereby acknowledge that the minimum age required to use the Facility without parental supervision is 15 years of age. I have the legal right to consent to and by signing below, I hereby do consent in all respects to the terms and conditions of this Agreement and agree that both the minor and I shall be bound by all of its terms and conditions. I knowingly assume all risks associated with my, and my minor child(s)'participation in the Activities, even if arising from negligence of the participants or others, and assume full responsibility for my, and my minor child(s)', participation today and on all future dates.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT.

_____ _____/_____/_____

Member's Signature **Date**

_____ _____/_____/_____

Parent or Guardian's Signature (Members Under 18 Years Old) **Date**