

WAIVER

1. DEFINITIONS. The term "customer" means the undersigned. "Holdings" means US Fitness Holdings, LLC. "S&H" means Sport & Health Holdings, LLC. "Affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with Holdings or S&H, and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity. The term "club" means a health and fitness club operated and/or managed by a USF Entity. "USF Entity" means Holdings, S&H, and their respective Affiliates and subsidiaries. Customer shall be responsible for any improper, destructive, or abusive conduct of customer. "Affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with Holdings or S&H, and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity. The term "club" means a health and fitness club operated and/or managed by a USF Entity.

2. CUSTOMER'S PHYSICAL CONDITION. Customer acknowledges that (i) customer is voluntarily engaging in physical exercise, (ii) customer has no congenital, physical, or mental health problems, including, without limitation, any cardiovascular, neurological, or any other illness, disability, disease, or other condition, that will prevent the customer from exercising or participating in, and/or using, any equipment, facilities, programs, personal training instruction, classes, activities, and/or any other services or events provided by, or sponsored by, any club or any USF Entity whether on or off a club's premises (collectively, the "Club Facilities") without injury to customer or impairment of customer's health, (iii) customer has consulted a licensed physician concerning an exercise program that will not subject customer to risk of injury or impairment of health and customer's physician has approved customer's contemplated participation in and/or use of Club Facilities, and (iv) no employee of any USF Entity has given customer any medical advice and customer is relying solely on the advice of customer's physicians regarding customer's ability to exercise or participate in, and/or use, any Club Facilities. If customer has any special exercise requirements or limitations, customer shall disclose them to the applicable club in writing before participating in or using, or when seeking help or advice regarding, any Club Facilities.

3. ASSUMPTION OF RISK. Customer understands that engaging in physical activities and participation in and/or use of the Club Facilities involves an inherent risk of loss or injury to persons or property. Customer further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) customer's participation in and/or use of the Club Facilities (including locker rooms and spa, pool, shower, and other wet areas in a club), whether supervised or unsupervised and whether on or off club premises; (ii) any dietary recommendations by any club staff; (iii) medical disorders resulting from customer's participation in and/or use of the Club Facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by customer or any other person), including, without limitation, slip and fall accidents in or around club premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using Club Facilities or traveling to/from a club; (v) theft or loss of personal property (including, without limitation, personal property kept in lockers); and (vi) theft or loss of property while using Club Facilities. Customer expressly agrees that customer (a) is participating in and/or using the Club Facilities at customer's sole risk with knowledge of the dangers involved, and (b) to the extent permitted under applicable law, assumes all risk of loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for such loss or injury whether due to participating in and/or using the Club Facilities, improper supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of any USF Entity or their respective principals, contractors, Affiliates, employees, equity holders, directors, officers, agents, representatives, successors, assigns, guests, or invitees (each a "USF Party") (each such injury or loss, a "Loss"). Customer is cautioned against bringing valuables onto club premises. Without limiting anything set forth in this Waiver, all personal effects, automobiles, and other property brought by the customer onto club premises shall be solely the customer's responsibility, and no USF Party shall be liable for any damage, destruction, theft, or other Loss of such personal property.

4. WAIVER AND RELEASE OF LIABILITY. To the extent permitted under applicable law, customer (a) waives any and all claims and rights that customer may now or hereafter have against any USF Party for any Loss; and (b) releases, discharges, holds harmless, and indemnifies each USF Party from, and covenants not to sue any USF Party with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), causes of action, suits, judgments, demands, fees, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses), damages, and other liabilities with respect to any Loss. Customer acknowledges that customer (i) has carefully read this Section and fully understands its terms; and (ii) to the extent permitted under applicable law, is waiving any right to bring any action against any USF Party with respect to any Loss. This Section, including the indemnification and hold harmless obligations and liabilities, shall survive the execution, delivery, and expiration or earlier termination of this Agreement.

5. COMMUNICATION. Customer agrees to the use of e-mail, text messaging, mail, telephone (including cell phone), and any other form of communication via a mobile device, the internet, or other electronic or technology-based media as a form of personal and promotional communication with a USF Entity. Customer e-mail addresses will not be sold or rented to third parties, but may be made available to contract vendors solely for promoting affinity programs with a USF Entity. Holdings will remove customer's e-mail address from its database upon customer's written request. This Section shall survive the execution, delivery, and expiration or earlier termination of this Agreement.

6. DISPUTES; ARBITRATION. Customer agrees that any dispute or claim relating in any way to customer's use of any Club Facilities (whether supervised or unsupervised and whether on or off club premises) will be resolved by binding arbitration rather than in court, except that customer may assert claims in small claims court if such claims qualify. The Federal Arbitration Act (as amended) and federal arbitration law apply to this Waiver. There is no judge or jury in arbitration and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Waiver as a court would. To begin an arbitration proceeding, customer must send a letter (via certified mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid), addressed to US Fitness Holdings, LLC, 1760 Old Meadow Road, Suite 300, McLean, VA 22102, Attention: Registered Agent, requesting arbitration and describing customer's claim. The arbitration shall be conducted by the American Arbitration Association ("AAA") under its rules. The AAA's rules are available at www.adr.org or by calling 800-778-7879. Customer and each USF Party each agree to pay his/her/its own fees and costs relating to the arbitration. Customer understands and agrees that the initial payment to commence an arbitration will be paid by customer, and that Holdings will reimburse such filing fee if customer is eventually successful in customer's arbitration proceeding. Payment of all filing and arbitrator fees will be governed by the AAA's rules.

Customer and each USF Party each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class-action, class-wide, or consolidated basis, or representative action. There shall be no right or authority for any claims to be arbitrated on a class-action, class-wide, or consolidated basis or representative action whatsoever, and customer understands that customer is waiving any right to proceed in a class action, class-wide, or consolidated basis or representative action, whether within or outside of arbitration, and understands that all claims regarding customer's relationship with a USF Party are governed solely on an individual basis in arbitration. If for any reason a claim proceeds in court rather than in arbitration, customer and each USF Party each waive his/her/its right to a jury trial. In the event of a conflict between this section and any other section of this Waiver, the terms and provisions of this section shall govern. This Section shall survive the execution, delivery, and expiration or earlier termination of this Agreement.