



## Health Disclaimer

### **PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

In consideration of the opportunity to participate in NPL Sports Club indoor and outdoor activities, but not limited to Bootcamp, Circuits, Gym, Yoga, Pilates (collectively "Fitness Activities"), I hereby agree to the below Participant Waiver and Release of Liability:

#### 1. Acknowledgement of Risks.

(a) I understand that my participation in the Fitness Activities may subject me to the possibility of serious physical injury including, but not limited to, bodily injury, cardiac arrest, paralysis or death (collectively, the "Risks").

(b) I represent that I am in good health and proper physical condition to participate in such activities. I understand and acknowledge that NPLSC recommends that I check with a physician before participating in the Fitness Activities.

#### 2. Voluntary Assumption of Risks.

I understand that the Risks identified herein and associated with the Fitness Activities. I hereby voluntarily accept any and all risks of injury, death or property damage associated with the Fitness Activities.

#### 3. Waiver and Release of Liability. In exchange for the opportunity to participate in the Fitness Activities, I agree to the following:

(a) I hereby release and hold harmless, NPLSC, its officers, trustees, employees, agents, volunteers and/or contractors (collectively "Releasees") from any claim, demand, loss, liability, damages, legal fees and costs whatsoever arising from, related to, or resulting from said Risks ("claims"), including those caused by the negligent acts or omissions of any of all the Releasees:

(b) As between each of the Releasees and myself, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, and costs related to loss or damage to my property, that I may sustain as a result of my participation in the Fitness Activities;

(c) This Agreement shall be binding on my estate, heirs, executors, administrators, successors and assigns, and any other party asserting a Claim on my behalf or on behalf of my estate.

#### 4. General Provisions

(a) I hereby expressly agree that this Agreement shall be governed and construed according to the laws of the United Kingdom, without regard to its conflict of laws provisions.

(b) This agreement contains the entire understanding between and among the parties concerning the matters herein. No waiver, modification, or amendment of any other of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

(c) I hereby expressly agree that if any portion of this agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights, and my assumption of significant indemnification responsibilities in order to participate in the Fitness Activities.

I am aware of the fitness activity policy that all participants under the age of 18 must be accompanied by a parent or responsible adult.