RELEASE, WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR USE OF THE GOLD'S GYM SWIMMING POOL FACILITY

Name of Member (please print)	Barcode #	Name of each child who will be using the pool	Age

I recognize that the use of the Gold's Gym swimming pool facility, and all related equipment and/or property (collectively, the "Pool Facility"), have known and unknown risks of injury.

I certify that I am in good health and have no physical or other impediment which would endanger me while using the Pool Facility. I further certify that I will not be under the influence of alcohol or any substance which would impair my ability to undertake normal activities in the Pool Facility.

I fully recognize that there is <u>NO LIFEGUARD ON DUTY AT ANY TIME</u> and that children must be accompanied by an adult at all times while in the Pool Facility.

For and in consideration of Gold's Gym permitting me to use the Pool Facility, I, my spouse, assignees, heirs, guardians, and legal representatives **HEREBY EXPRESSLY** ASSUME ALL RISKS IN USING THE POOL FACILITY AND LOCKER ROOMS AND VOLUNTARILY INDEMNIFY, RELEASE FROM LIABILITY, AGREE TO DEFEND AND HOLD HARMLESS GOLD'S GYM AND ITS SUBSIDIARIES AND AFFILIATES AND ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURANCE CARRIERS REPRESENTATIVES FOR ANY ACCIDENT, INJURY, ILLNESS, DEATH, LOSS, THEFT, DAMAGE TO PERSON OR PROPERTY, OR OTHER CONSEQUENCES SUFFERED BY ME OR MY CHILD ARISING OR RESULTING DIRECTLY OR INDIRECTLY FROM MY OR MY CHILD'S USE OF THE POOL FACILITY, INCLUDING BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO GOLD'S GYM'S NEGLIGENCE AND/OR PRODUCTS LIABILITY, INCLUDING STRICT PRODUCTS LIABILITY. EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.

In the event that I or my child is injured, I agree to assume any financial obligation, either through my health insurance, or through some other means, for any medical costs that I or my child incurs. Gold's Gym assumes no responsibility for any medical expenses, injury, or damage suffered by me or my child in connection with my or my child's use of the Pool Facility.

I am aware of the potential dangers incidental to the use of the Pool Facility and Locker Rooms, that this is a release of liability, a waiver of my legal right to collect damages in the event of injury, death or property damage, and a contract between Gold's Gym and me, and I sign it of my own free will.

I expressly agree that this release is intended to be as broad and inclusive as the State of South Carolina will allow and that if any portion is held invalid, I agree that the balance shall, not withstanding, continue in full legal force and effect.

I have read, fully understand and accept this Release, Waiver of Liability and Assumption of Risk for the use of the Gold's Gym Swimming Pool Facility and Locker Rooms.

Member Signature	Date
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