

ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY AGREEMENT

In consideration of the opportunity to participate in a virtual 5K race administered by HealthFitness Corporation ("HealthFitness") and Client Fitness Center, I hereby assume all risks of injury, illness, death, or other loss arising from or in any way relating to my participation ("the Virtual 5K"). I am aware that it is my responsibility to consult with my physician to determine whether participation in the Virtual 5K is medically appropriate for me. I further understand that any recommendations regarding exercise are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet. I understand and acknowledge that I should consult with my physician before participating in any exercise program or regimen, particularly if I am pregnant, nursing, or under medical supervision for any medical condition.

On behalf of myself and my personal representatives, heirs, executors, administrators, assigns, next of kin and estate, to the fullest extent permitted by law, I hereby release, waive, relinquish, discharge from liability and covenant not to sue Client, HealthFitness, or any of their respective Affiliates (as defined below), or any other entity that may now or in the future manage, administer or provide services, classes, activities or programs at or through the Client Fitness Center (the "Releasees") from any and all claims, including claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, demands, actions, suits, causes of action and/or liabilities, of whatever kind or nature, in law, equity or otherwise, related to or arising, directly or indirectly, from my participation in the Virtual 5K, including but not limited to any negligent act or omission by any of the Releasees. Releasees assume no responsibility for any liability, damage or injury that may be caused by my negligent and willful acts and omissions related to or arising from my participation in the Virtual 5K, or for any personal injury, property damage or death caused by the acts or omissions of any other member of the Client Fitness Center and/or any observer or participant in any Client Fitness Center Activities, or any of them.

I understand at any time I may review this agreement by requesting a copy from HealthFitness staff. I agree if a court holds that any portion of this agreement is invalid, the remainder of this agreement will continue in full legal force and effect. I understand participation in the Virtual 5K is strictly voluntary, and that I may discontinue my participation at any time. I further understand HealthFitness or Client may revoke my privileges to participate in the Virtual 5K at any time, in their sole discretion. I agree to be bound by and obey all the rules and policies of the Client Fitness Center, HealthFitness and HealthFitness staff in my participation in the Virtual 5K.

I have carefully read this Assumption of Risk, Waiver, and Release of Liability Agreement and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

Signature: _____

Print Name: _____

Date: _____

* The term "Affiliates" means any HealthFitness or Client branch, division, subsidiary, parent, or entity sharing common ownership and/or HealthFitness or Client's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.