

CLEVELAND CHIROPRACTIC COLLEGE
STUDENT/FACULTY/EMPLOYEE FITNESS CENTER USE
WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of:

1. Permission to use the Fitness Center ("Center") located at 8205 West 108th Terrace, Suite 100, Overland Park, Kansas, or
2. Use of the exercise equipment, weight lifting machines, free weights, lockers, showers and all other equipment, facilities and other property located in the Center (the "Equipment") on an unsupervised basis, or
3. Permission to participate in exercise and aerobic and other activities ("Activities"),

The Undersigned states and represents as true that he or she:

1. Is a student, faculty member or employee of Cleveland Chiropractic College, and
2. Has been advised that use of the Equipment and/or participation in the Activities or other classes offered at the Center or elsewhere by F.I.T. Muscle & Joint Clinic ("Classes") should not commence without a prior physical examination and physician's approval, and
3. Has received and read the rules and regulations of the Center and agrees to abide by those rules and regulations at all times, and
4. Voluntarily assumes any and all of the risk of personal injury, emotional distress, property damage and/or wrongful death, which in any way arises from or relates to:
 - a. Use by him/her of the Center and Equipment on a supervised or unsupervised basis, and/or
 - b. Participation in the Activities or Classes on a supervised or unsupervised basis, and/or
 - c. Any instruction received by him/her in the Activities or Classes, and/or
 - d. Any activities incidental to use of the Center and Equipment and/or participation in the Activities or Classes and/or any instruction received in the Activities or Classes.
5. Voluntarily releases, discharges, waives and relinquishes, for himself/herself and his/her estate, heirs, executors, administrators and assigns, any and all actions, claims, losses, demands, judgments, executions or causes of action for personal injury, emotional distress, property damage or wrongful death, now accrued or accruing in the future, which in any way arise from or relate to:
 - a. Use by him/her of the Center and Equipment on a supervised or unsupervised basis, and/or
 - b. Participation in the Activities or Classes on a supervised or unsupervised basis, and/or

- c. Any instruction received by him/her in the Activities or Classes, and/or
 - d. Any activities incidental to use of the Center and Equipment and/or participation in the Activities or Classes and/or any instruction received in the Activities or Classes.
6. Agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute or present any claim for personal injury, emotional distress, property damage or wrongful death against Cleveland Chiropractic College, a Missouri not-for-profit corporation; Acquisition 8205, LLC, a Kansas limited liability company; or F.I.T. Muscle & Joint Clinic, a Kansas professional limited liability company, (collectively the "Released Parties") or any of the Released Parties' officers, directors, members, managers, owners, shareholders, agents, servants, employees, successors or assigns, whether arising by the negligence of any of the Released Parties or otherwise.
 7. Agrees for himself/herself and his/her heirs, executors, administrators or assigns agrees that in the event any actions, claims, losses, demands, judgments, executions or causes for action for personal injury, emotional distress, property damage or wrongful death shall be prosecuted against the Released Parties, the Undersigned shall indemnify, defend and save harmless the Released Parties, collectively or individually, from any and all actions, claims, losses demands, judgments, executions or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death or otherwise.

IT IS THE INTENTION OF THE UNDERSIGNED, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE CLEVELAND CHIROPRACTIC COLLEGE; ACQUISITION 8205, LLC; AND F.I.T. MUSCLE & JOINT CLINIC FROM LIABILITY FOR PERSONAL INJURY, EMOTIONAL DISTRESS, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY THE NEGLIGENCE OF ANY PARTY WHOMSOEVER.

In the event that any particular paragraph or provision within this Waiver, Release and Indemnity Agreement is declared invalid by a court of competent jurisdiction, the same shall not affect the validity of the other paragraphs and provisions of this Waiver, Release and Indemnity Agreement.

The Undersigned acknowledges that he/she has read the foregoing two pages, has been fully and completely advised of the potential dangers incidental to using the Center and Equipment on a supervised or unsupervised basis, engaging or participating in the Activities on a supervised or unsupervised basis or attending or receiving instruction in the Classes, and is fully aware of the legal consequences of signing this instrument.

Signature of User of the Center

Date

Name Printed Clearly