



WAIVER OF LIABILITY

CityFitness' gym facilities are open to you 24/7. After hours, there may be reduced or no staffing. This means staff may not be able to assist you immediately if you have any issues.

This waiver must be accepted by you if you wish to access and use the gym facility after hours. Accordingly, you agree to access and use the gym facility operated by CityFitness Group Limited (or its subsidiaries) after hours on the following terms and conditions:

1. It is understood and acknowledged that training at our gym facility after hours involves the risk of personal injury, damage, death or loss of property.
2. You acknowledge and agree that staff may not be able to assist you immediately if you are injured, feel unsafe or require assistance, and accept this increased risk.
3. You acknowledge and agree that there are areas of the gym facility and equipment that may be closed or unavailable to you to use. Areas will be clearly marked and access is restricted.
4. You acknowledge and agree to comply with any House Rules and/or "Do's and Don'ts" at the gym facility, i.e., exercising with a buddy, avoiding strenuous exercises, free weights, stop if feeling ill, etc.
5. You acknowledge and agree that your access and use of the gym facility is entered into voluntarily with knowledge of the hazards involved. All and any risks of personal injury, damage, death or loss of property are expressly assumed and accepted by you.
6. You declare yourself to be physically sound, mentally capable and not suffering from any condition, impairment, disease or infirmity or other illness that would prevent your access and use of the gym facility or the equipment.
7. CityFitness Group Limited, its volunteers, employees, contractors or any other party are held harmless and released from any and all responsibility, liabilities, demands, or claims of any kind whatsoever sustained by the participant or any other party directly or indirectly arising out of your access and use of the gym facility.
8. You may not access and use the gym facility after hours if you are under 18.
9. Only you (as the cardholder) may access the premises during unstaffed hours and guest access and/or transferring your membership card to another is strictly prohibited.
10. All rules and conditions established by CityFitness regarding access and use of the gym facility are to be abided by.
11. By your access and use of the gym facility after hours you confirm that you have read and understood this Waiver of Liability. You aware that this is a waiver and a release of liability and voluntarily agree to its terms.

Agreed by member electronically.