

ASSUMPTION OF RISK AND GENERAL RELEASE

QUADRUM HOSPITALITY GROUP, LLC

I acknowledge that I have used a mobile application (the “Application”) to register with a third party (the “Fitness Company”) to take a fitness class (the “Fitness Class”) at the Hotel designated on the Application. In consideration for the Hotel allowing me and/or my child(ren) to take the Fitness Classes, for myself, my child(ren), my spouse, and on behalf of my heirs, executors, administrators, next of kin, successors, and assigns, I hereby agree as follows:

1. I am over 18 years of age. I acknowledge that participating in a Fitness Class may present a significant risk of personal injury to me and my family. **I hereby accept any and all risks, whether known or unknown to me, of using the Hotel to participate in a Fitness Class, including, without limitation, the risk that someone, including my child(ren), may become injured or die during the time we are participating in the Fitness Class.**
2. I hereby freely acknowledge, understand and accept that participating in a Fitness Class exposes me to many risks and hazards including but not limited to sprains, heart attack, shortness of breath, colliding with other participants or the instructor, or due to the negligence of other participants including my instructor, from dangers arising from my or my child’s mental or physical health, and entail unavoidable risk of death, physical or mental personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I or my child should be in good physical health to participate in participating in a Fitness Class. I choose to participate (and have my child participate) in participating in a Fitness Class in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of participating in participating in a Fitness Class at the Hotel. I also understand that I am using the Hotel Fitness Area in an AS-IS condition and that I should check the Fitness Area before using it and notify the hotel staff of any discovered problems or defects. I know, understand and appreciate these and other risks that are inherent in participating in a Fitness Class in the Hotel and in participating in a Fitness Class and I hereby assert my participation is voluntary and I knowingly accept full responsibility and voluntarily assume all risks for myself and my child(ren) for any and all such damage or injury which may result. I also understand and acknowledge that the Hotel has not vetted the Fitness Company to determine the adequacy or competence of the Fitness Company and that I have freely selected the Fitness Company of my own volition and have satisfied myself as to the adequacy or competency of the Fitness Company and any Fitness instructors provided by the Fitness Company.
3. **I ON BEHALF OF MY HEIRS, EXECUTOR, PERSONAL REPRESENTATIVE OR ASSIGNS, DO HEREBY, RELEASE, WAIVE, COVENANT NOT TO SUE AND FOREVER DISCHARGE QUADRUM HOSPITALITY GROUP, LLC AND THE OWNER(S) OF THE HOTEL WHERE THE FITNESS CLASS TAKES PLACE, AND THEIR RESPECTIVE MANAGERS, MEMBERS, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS, or any person acting by, through, under or in concert with them (individually and collectively referred to as “the Released and Indemnified Parties”), of and from all liability for manner of action or actions, cause or causes of action, at law or in**

equity, suits, claims, demands, damages, liability, loss, cost or expense, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent (“Claims”) which I may have or hereafter do have against the Indemnified Parties by reason of any injuries that I or my family may sustain, whether to my or their person and/ or property, as a result of or incident to the Released and Indemnified Parties’ negligence (whether active or passive), my participation in the Event, and/or any and all risks assumed by me hereunder. This release, waiver, covenant not to sue and discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damages caused by the negligence, including gross negligence, of the Indemnified Parties.

4. **Indemnification, Defense and Hold Harmless:** I also agree to INDEMNIFY, DEFEND and HOLD the Released and Indemnified Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including reasonable attorney’s fees, brought as a result of using the Hotel’s or participating in participating in a Fitness Class, whether based upon breach of contract, breach of warranty, tort, or any other legal theory.
5. **Severability:** I further expressly agree that the foregoing waiver of liability, assumption of risks, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
6. **I UNDERSTAND THAT BY SIGNING THIS RELEASE, I AM GIVING UP MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES AND/OR DAMAGES THAT I OR MY CHILD(REN) MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES, I OR MY CHILD(REN)’S PARTICIPATION IN THE EVENT, MY OR MY CHILD(REN)’S ACTIVE OR PASSIVE NEGLIGENCE, AND/OR ANY AND ALL RISKS ASSUMED BY ME HEREUNDER. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**
7. I agree that if, in violation of this Release, I commence, join in, or in any way seek relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way assert against the Indemnified Parties any of the Claims released hereunder, then I will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties hereby, all attorneys’ fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.
8. This Release shall be governed by and construed in accordance with the laws of the State of New York.
9. I represent and warrant that I have complete authority to execute this Release for my child(ren) and me.

I HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.