

Stratton Training and Fitness Center
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,
WARNING AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")

1. I, the Releasor, understand and accept that participation in activities and exercise and instructional classes for which the Stratton Training and Fitness Center (the "Facility") is designed and used, including but not limited to: free swim, swimming lessons, tennis and pickleball, sauna, Jacuzzi, aerobics, yoga, personal training, free weights and aerobic equipment ("Activities") requires the deliberate and conscious control of my physical body and proper use of gym and other equipment ("Equipment"), and carries with it risks, dangers and hazards.
2. I recognize and understand that: (i) catastrophic injury, paralysis or even death can result from participation in any of the Activities, use of the Facilities and/or Equipment, and (ii) injuries are common and ordinary occurrences as a result from participation in any of the Activities, use of the Facilities and/or Equipment. I understand and acknowledge that only I know my ability and tolerance to participate in the Activities, use of the Facilities and/or Equipment and I am choosing voluntarily to do so.
3. I am aware that there are inherent and other risks involved with participation in the Activities and/or use of the Facilities and/or Equipment including but not limited to, the possibility of physical strain, sprain or injury, activation or aggravation of pre-existing physical injuries, conditions or congenital anomalies, injuries from flying tennis or pickle balls, trips, slips or falls on hard court surface and use of old or worn-out equipment, drowning, water immersion, overexertion, injuries from slips and falls, chemical exposure, electrical hazards, entrapment, wet, slippery or slick walking surfaces and features, falling from platforms or diving boards, action or omission by another user or employee of the Facility, misuse of, condition of, and hidden defects in, the Equipment and facilities; mechanical failure of equipment; failure or malfunction of ropes, cables, or other gear or devices including broken ropes or cables, tethers, pulleys and harnesses; improperly adjusted or maintained Equipment or entrapment by Equipment; abnormal blood pressure; loss of consciousness; cardiac arrhythmia; heart attack and in certain cases, death, humanmade features or structures; negligent design and/or construction of features; collisions with structures, features, or other participants; loss of balance or control; falling objects; falling from platforms and any other structure; climbing ladders or other vertical structures; vertigo; dehydration; skin burns and abrasions; cuts, infection, fatigue, fractures; intoxication, allergic reactions and contagious diseases; unstable ice and snow; uneven walking surfaces; and risks involved with rescue operations and/or administration of medical care conducted by Facility staff. **I AM AWARE AND ACKNOWLEDGED THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL AND SWIMMING IS AT MY OWN RISK.** I accept for use "AS IS" and without any warranty, express or implied, the Facilities and/or any Equipment made available to me by Stratton.
4. In consideration for the participation in the Activities, use of the Facilities and/or Equipment, I agree to waive any and all claims ("Claim") that I have or may in the future have against The Stratton Corporation, its affiliates and parent companies and all their owners, agents, employees and insurers ("Stratton") and to release Stratton from any and all liability for any personal liability, death, property damage or other loss that I suffer resulting from or arising out of any aspect of my participation in the Activities or use of the Facilities and/or Equipment DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, in respect of maintenance of the Facilities, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or participation in the Activities. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF STRATTON TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF USING THE FACILITY AND/OR THE EQUIPMENT OR PARTICIPATING IN THE ACTIVITIES.
5. I agree that this Release Agreement and the terms it contains shall be governed by the laws of the State of Vermont and submitted to the exclusive and sole jurisdiction of the State or Federal courts in Windham County, Vermont and in no other jurisdiction.
6. If any provision of this Release Agreement shall to any extent be invalid or unenforceable, the remainder of this Release Agreement or the application of such provisions to persons or circumstances other than those as to

which it is invalid or unenforceable shall remain effective and each provision of this Release Agreement shall remain valid and enforceable to the fullest extent permitted by law.

7. I understand Stratton is not responsible for any lost or damaged items or personal property and will not hold or attempt to hold Stratton responsible.

8. I REPRESENT AND WARRANT THAT A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS RELEASE AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN OR OTHER REPRESENTATIVE OF THE RELEASOR, I AM LEGALLY AUTHORIZED TO ENTER INTO THIS RELEASE AGREEMENT ON BEHALF OF OTHER RELEASOR, AND THAT SUCH RELEASOR WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS RELEASE AGREEMENT. I agree that the terms of this Release Agreement shall be binding upon my heirs, next of kin, executors, administrators and successors.

As a parent /legal guardian signing this Release Agreement for and on behalf of a minor with full authority to do so, I agree to be bound by the terms of this Release Agreement and hereby agree to defend, indemnify and hold harmless Stratton as set forth in paragraph 4 above.

I acknowledge and understand that I am also signing this Release Agreement by and on behalf of any guest who uses the Facility in conjunction with or through my membership and that the terms and provisions of this Release Agreement apply to such guests and I will advise them of this Release Agreement.

I, the undersigned, have read and fully understand this Release Agreement.

Name of Releasor: _____

Signature: _____

Name of Signatory, if a parent/legal guardian of Releasor: _____

Date: _____