Nina Dunn HDFC.

Consent, Waiver & Release of Liability

Nina Dunn HDFC is offering to the tenants and shareholders an opportunity to utilize its Exercise Room equipment and facility. Prior to using the Exercise Room equipment and facility, you must read, acknowledge and sign this consent and release of liability agreement.

I, _____, the client or on behalf of the client, ("Client" is defined to include myself, children, spouse, parents, heirs, assigns, personal representatives, guardians and estate) consent and affirmatively elect to use the Exercise Room's equipment and facility.

By signing this agreement, Client expressly represents and acknowledges that he or she is in good health and is capable of using fitness equipment. Furthermore, client agrees to assume any and all risk of personal injury while using the exercise equipment and facility. In the event that client is injured, client agrees to assume any financial obligation, either through client's personal health insurance, or through some other means, for any medical costs which client incurs. NINA DUNN HDFC ASSUMES NO RESPONSIBILITY FOR ANY MEDICAL EXPENSES, INJURY, OR DAMAGE SUFFERED BY CLIENT IN CONNECTION WITH CLIENT'S INVOLVEMENT OR PARTICIPATION IN THE ACTIVITIES. Client further agrees to comply with the terms and conditions of the membership agreement, and any rules or regulations issued by Nina Dunn. Client also agrees to indemnify, release and hold harmless Nina Dunn HDFC and any affiliate, associate, successors, as well as any trustees, board members, directors, employees, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages, liabilities and losses, including attorney's fees, arising from or in any way connected or associated with client's involvement or participation in the activities. Should Nina Dunn HDFC and affiliates be required to incur attorneys' fees, expenses, and/or costs to enforce this consent, wavier and release of liability agreement, client agrees to indemnify and hold Nina Dunn HDFC, and its affiliates harmless from all such fees, expenses, and/or costs.

Client further expressly agrees that this Consent, Waiver & Release is intended to be as broad and inclusive as is permitted by the law of the State of New York.

CLIENT HAS CAREFULLY READ THIS CONSENT, WAIVER AND RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. IT IS THE INTENTION OF CLIENT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY DEATH UPON HIM/HERSELF, TO THE EXCLUSION OF NINA DUNN HFDC AND TO EXEMPT AND RELIEVE NINA DUNN HFDC FROM LIABILITY FOR PERSONAL INJURY OR DEATH.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREIN, AND IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

TO BE COMPLETED BY CLIENTS AGE 18 AND OVER
BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER & RELEASE OF LIABILITY

Name of Client (Please Print) _____ Date _____

Signature of Client _____ Email _____

Phone number _____

Address _____

_____

TO BE COMPLETED ON BEHALF OF MINOR CLIENTS UNDER THE AGE OF 18
BY SIGNING BELOW, I ACKNOWLEDGE I'VE READ AND UNDERSTAND THE TERMS OF THIS CONSENT, WAIVER & RELEASE OF LIABILITY

Name of Minor Client (Please Print) _____ Date _____

Age of Minor Client _____ Date of Birth of Minor Client _____

Name of Parent or Legal Guardian to Minor Client (Please Print) _____

Signature of Parent or Legal Guardian _____ Relationship to Minor Client _____

EMERGENCY CONTACT INFORMATION

Name _____ Home Phone _____

Relationship _____ Employer _____

Work Phone _____ Cell Phone _____

INSURANCE INFORMATION (In case of emergency only)

Primary Doctor/Group Name _____ Phone _____

Primary Insurance Carrier _____ Phone _____

Group ID _____

Member ID _____

The undersigned agrees and does hereby release from liability and to indemnify and hold harmless Nina Dunn HDFC, and any of its employees, board members or agents representing or related to the facility. This release is for any and all liability for personal injuries (including death) and property losses or damage occasioned by or in connection with any activities done in the exercise room. The undersigned further agrees to abide by all rules and regulations promulgated by Nina Dunn HDFC and/or its affiliates.

I HEREBY AFFIRM THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENTS.

_____ (Participant Signature)

_____ (Date)