

GENERAL RELEASE and ASSUMPTION OF RISK

In consideration of my using the Facilities and Equipment (both as hereinafter defined) located at Galter LifeCenter and of my participating in the Personal Training Program offered by LifeCenter on the Green, Inc., d/b/a Galter LifeCenter (hereinafter referred to as the "Program"), I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE LIFECENTER ON THE GREEN, INC., SWEDISH COVENANT HOSPITAL, THEIR AFFILIATES, THEIR DIRECTORS OR TRUSTEES, OFFICERS, EMPLOYEES, PERSONNEL, VOLUNTEERS, AND ANY OF THEIR INSTRUCTORS, AGENTS OR REPRESENTATIVES ("RELEASEES"), FROM ALL LIABILITY TO ME, MY SPOUSE, LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS AND ANY PERSON CLAIMING THROUGH OR UNDER MYSELF OF AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, DAMAGES, ACTIONS, OR RIGHTS OF ACTION, WHETHER LEGAL OR IN EQUITY, ARISING FROM OR BY REASON OF ANY BODILY INJURY OR PERSONAL INJURIES KNOWN OR UNKNOWN, DEATH, LOSS OR THEFT OF PERSONAL PROPERTY OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, WHETHER RESULTING FROM THE NEGLIGENCE OF THE RELEASEES OR NOT.

Initial

I FURTHER HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE RELEASEES FROM ALL LIABILITY TO ME, MY SPOUSE, LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS AND ANY PERSON CLAIMING THROUGH OR UNDER MYSELF OF AND FROM ANY AND ALL PRESENT AND FUTURE CLAIMS, DEMANDS, DAMAGES, ACTIONS, OR RIGHTS OF ACTION, WHETHER LEGAL OR IN EQUITY, ARISING FROM OR BY REASON OF ANY BODILY INJURY OR PERSONAL INJURIES KNOWN OR UNKNOWN, DEATH, LOSS OR THEFT OF PERSONAL PROPERTY OR PROPERTY DAMAGE THAT MAY OCCUR IN, ON OR ABOUT THE GALTER LIFECENTER'S PREMISES OR AS A RESULT OF MY USING OR MISUSING THE FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE NURSERY, AEROBIC STUDIO, POOL AREA AND RUNNING TRACK (THE "FACILITIES"), AND THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE CARDIOVASCULAR AND EXERCISE WEIGHT EQUIPMENT, TREADMILLS, STATIONARY BICYCLES AND STAIR MACHINES (THE "EQUIPMENT"), AND/OR AS A RESULT OF MY PARTICIPATION IN THE PROGRAM, WHETHER RESULTING FROM THE NEGLIGENCE OF THE RELEASEES OR NOT.

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I understand and am aware that the physical exercise required by the Program, including the use of Equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using the Equipment with knowledge of the dangers involved. I HEREBY AGREE TO EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGES OR DEATH THAT MAY OCCUR TO ME IN, ON OR ABOUT THE GALTER LIFECENTER'S PREMISES, FACILITIES OR EQUIPMENT OR AS A RESULT OF MY PARTICIPATION IN THE PROGRAM.

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I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of the Equipment in connection with the Program except as hereinafter stated.

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I further release the Releasees from any claim whatsoever on account of first aid treatment, emergency medical services or other services rendered to me during my participation in the Program.

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I agree to indemnify and hold harmless the Releasees from and against all claims, demands, lawsuits, liabilities and costs (including reasonable attorneys' fees and court costs) brought or commenced by any person or entity for the recovery of damages for the injury, illness and/or death of any person or damage to property arising out of my negligent acts or omissions.

I expressly agree that this release and waiver agreement is intended to be as broad and inclusive as permitted by the law of the State of Illinois, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this agreement and fully understand that by signing this agreement, I am giving up legal rights and/or remedies which may be available to me.

Signature

Staff Member

Print Name

Print Name of Staff Member

Date