

## RALLY POINT ENDEAVORS WAIVER OF LIABILITY

Full Name

Email Address

Gender

Street Address

City

Province/Region

Zipcode

Country

Date of Birth

**ASSUMPTION OF RISK.** You, on behalf of Yourself and on behalf of Your family members, minor children, and guests (collectively "Related Members"), acknowledge and agree that attendance at or use of ASC Fitness LLC, d/b/a Rally Point Endeavors (hereinafter referred to as "Rally Point") fitness centers or participation in any of Rally Point's workouts, training sessions, classes, activities, or programs could cause serious injury or potentially death to You or Your Related Members. In consideration of Your attendance at or use of Rally Point's fitness centers or participation in any of Rally Point's workouts, training sessions, classes, activities, or programs, You agree to and do assume any and all risks of physical or psychological injury, pain, suffering, disfigurement, disability, illness, death, property loss or theft (whether from a locker, automobile, or otherwise), property damage, or other injuries, damages, or losses to You or Your Related Members, which may arise out of, result from, or be caused by, directly or indirectly, Your or their: (1) attendance at or use of Rally Point fitness centers, which may include but are not limited to use of Rally Point's equipment, locker rooms, or parking lot, including access to or use of Rally Point fitness centers and services during hours when the fitness center is not-staffed; and (2) participation in any of Rally Point's workouts, training sessions, classes, activities, or programs, which may include but are not limited to personal exercise, group exercise, personal training, group training, weight lifting, group weight lifting, weight lifting with the use of a spotter, sports training, stretching, special events and programming, or health and fitness advisory services. You further acknowledge and agree on behalf of Yourself and on behalf of Your Related Members that Rally Point would not have issued this membership but for Your agreement to assume these risks and/or the risks contemplated by this Agreement.

**WAIVER, RELEASE, INDEMNIFICATION, AND DEFENSE.** You, on behalf of Yourself and Your heirs, devisees, beneficiaries, administrators, and assigns, fully and forever waive, release, and discharge Rally Point, its affiliates, subsidiaries, parent companies, owners, shareholders, officers, directors, managers, employees, members, agents, and contractors, and their successors or assigns (collectively the "Released Parties"), from any and all claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated (collectively the "Claims"), directly or indirectly resulting from, arising out of, or caused by Your or Your Related Members' attendance at or use of Rally Point's fitness centers, including during hours when the fitness center is not-staffed, or Your or Your Related Members' participation in any of Rally Point's workouts, training sessions, classes, activities, or programs, in each and every case including those Claims which arise out of Rally Point's negligence and even those Claims which arise out of Rally Point's sole negligence. You agree to defend, indemnify, and hold harmless the Released Parties from and against any and all Claims arising from, related to, or caused by Your or Your Related Members' negligence, intentional acts, or failure to exercise reasonable care in connection with Your or their attendance at or use of Rally Point's fitness centers, including during hours when the fitness center is not-staffed, or participation in any of Rally Point's workouts, training sessions, classes, activities, or programs. You further acknowledge and agree on behalf of Yourself and on behalf of Your Related Members that Rally Point would not have issued this membership but for Your agreement to so waive, release, indemnify, defend, and hold harmless the Released Parties.

You acknowledge and agree that the foregoing assumption of risk and waiver and release of liability shall apply to all Claims against the Released Parties, but shall not apply to Claims arising out of an alleged violation of the Illinois Physical Fitness Services Act.

### 1. ARBITRATION AGREEMENT

**Arbitration.** By signing this Agreement, You agree that all legal claims and disputes of any kind brought by You or Your guests against Rally Point and/or its affiliates, subsidiaries, parent companies, owners, shareholders, officers, directors, managers, employees, members, agents, and contractors, and their successors or assigns, except those arising out of an alleged violation of the Illinois Physical Fitness Services Act, will be resolved through binding arbitration pursuant to the Federal Arbitration Act (Title 9 of the United States Code), which will govern the interpretation and enforcement of this arbitration agreement.

### 1. GENERAL TERMS

**Third Party Good and Services.** Rally Point may from time to time make certain goods or services of third parties available to You. These third party goods and services are not provided or overseen by Rally Point, form no part of Rally Point's consideration in connection with this Agreement, and may be supplemented or discontinued at any time and without notice. To the fullest extent permitted by law, Rally Point makes no representations or warranties regarding these third party goods and services, and Rally Point further disclaims any and all liability for any injury, damage, or loss arising out of or caused by any such third party goods and services or Your use of any such third party services.

**Assignment.** You agree that Rally Point has the right to assign this Agreement at any time. No right of action or defense arising out of this Agreement which You may have against Rally Point shall be cut off or prevented by assignment of the Agreement, regardless of whether the assignee acquires the Agreement in good faith and for value.

**Entire Agreement and Modification.** This Agreement constitutes the entire agreement pertaining to Your membership. This Agreement supersedes any other agreements, promises, representations or understandings of any kind, whether written or oral, that may have existed between You and Rally Point prior to the execution of this Agreement. This Agreement may only be modified in a writing signed by one of Rally Point's authorized agents.

**Enforcement.** Rally Point shall not lose its rights under this Agreement even if it delays in enforcing the same or otherwise fails to enforce its rights.

**Severability.** Each term or provision contained in this Agreement shall stand on its own. To the extent that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, all other provisions of this Agreement shall remain valid and unaffected, and each provision of the Agreement shall be enforced to the fullest extent permitted by law.

**Joint and Several Liability.** By signing this Agreement, You and all other persons who are becoming members under this Agreement agree to be jointly and severally liable for all of Your obligations under this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Illinois, without regard to conflict of law principles. Any dispute related to this Agreement that is not arbitrable shall be within the exclusive jurisdiction of the Courts located in the State of Illinois.

**Illinois Physical Fitness Services Act.** This Agreement is governed by the Illinois Physical Fitness Services Act, 815 ILCS 645/1, (the "Act"), and shall be construed in accordance with the Act. No provision contained herein shall constitute a waiver of the Your rights as provided under the Act and, to the extent that any provision of the Agreement conflicts with the Act, the provisions of the Act shall control.

**OPPORTUNITY TO REVIEW.** You acknowledge that You have carefully read this Agreement, including the provisions concerning assumption of risk and waiver and release of liability and You fully understand that it is a waiver and release of liability against the Released Parties for any Claims that You or Your Related Members may have against the Released Parties. You represent that You are the parent or legal guardian of any and all minor children listed in this Agreement. You further acknowledge that You had every opportunity to consult with legal counsel regarding this Agreement and freely executed this Agreement of Your own volition.

☐ I agree to these terms.

**Do you have any health concerns that RPE should be made aware of?**

☐ Yes ☐ No

**If so, what should we be made aware of?**

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**Sign your name below:**

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Please read the [Electronic Records and Signature Disclosure](#)

☐ I agree to use electronic records and signatures