

Member (print name) _____ ("you") represents, acknowledges and agrees with Bally Total Fitness Corporation ("Health Club", "we" "our") that:

- 1. Member is duly eligible through N.I.C.E. PNC. (Corporation) or is a qualifying family member as of the date below, to utilize a corporate Health Club membership purchased by Corporation. Membership privileges shall be in effect upon receipt of this Corporate Membership Agreement and are subject to the terms of the Company Purchase Agreement between Health Club and Corporation. Membership privileges shall discontinue in the event Member is no longer eligible under the terms of the Company Purchase Agreement.
- 2. Member agrees to be subject to all rules of the Health Club now in force or adopted in the future by us. The Health Club reserves the right to revoke, suspend or terminate membership privileges due to a rules violation. We reserve the right at any time to alter the hours of operation, and to amend the cost of, add, modify and/or eliminate any program, facility, activity, class, or service in our sole discretion. Classes and equipment are available subject to demand.
- 3. A \$10.00 service fee will be charged to replace a lost membership card.
- 4. Member may not loan, sell, assign or transfer a membership card or membership.
- 5. Member should consult with his/her physician before using the Health Club whether you are generally in good health or have a history of health issues, heart disease. Health Club has no expertise in diagnosing or treating any medical conditions. Member agrees he/she will not use the Health Club with any condition including inability to maintain personal hygiene, open cuts or sores, if such condition poses a threat to the health or safety of Member or others. Health Club reserves the right to make the final decision in this regard.
- 6. Member agrees that the Health Club will not be responsible for any loss, theft or damage of personal property.

7. Waiver and Release. (Not applicable in RI, NY, or MA.) You (Buyer, Member, parent, spouse, or guest, as applicable) agree that if you are present for any reason, have interaction of any kind with or from anyone else, engage in any physical exercise or activity or use any facility, on club property or elsewhere at a club-sponsored event or program, you do so at your own risk. You assume this risk for all likely and unlikely, reasonably and unreasonably expected experiences or occurrences. This includes, without limitation, your use of the equipment, locker room, showers, pool, whirlpool, sauna, steamroom, parking area, or sidewalk and your participation in any activity, class, program, personal training or instruction now or in the future made available. You agree that you are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result therefrom or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, spouse, administrators, agents and assigns or others) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action arising out of our negligence. This Waiver and Release of all liability includes, without limitation, injuries which may occur as a result of (a) your use of any facility or its improper maintenance, (b) your use of any exercise equipment which may malfunction or break, (c) our improper maintenance of any exercise equipment, (d) our negligent instruction or supervision, (e) our negligent hiring or negligent retention of any employee, (f) loss of consortium, (g) your slipping and falling while in any club or on the surrounding premises or (h) first aid, emergency treatment or any other services which are negligently rendered or failed to be rendered by released parties, emergency personnel or Good Samaritans, or our negligently preventing a Good Samaritan from rendering first aid. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US FOR OUR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR SERVICES WE PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT.

You agree to indemnify, defend and hold harmless the Company (and its affiliates, employees, agents, representatives, successors, assigns and others) from all claims, losses, damages, and causes of action to which they may be subjected arising from or relating to participation by Buyer, Member, or the parent, spouse, child (minor or otherwise) or guest of Buyer or Member in any of the activities, or use of the equipment, facilities or services we provide, as further described in this Paragraph 1. Such indemnification will relieve the Company of the consequences of its own actions, inactions or negligence. You further agree to accept full responsibility for the cost of treatment for any injury to Buyer, Member, or the parent, spouse, child (minor or otherwise) or guest of Buyer or Member.

Member Signature _____ Gender M / F _____ Date _____
(Parent/Legal Guardian Signature for Minor)

Address _____ DOB _____
Street Address Apt # City State Zip

Telephone: (____) _____ (Day) (____) _____ (Evening)

Membership Plan: _____ Term: _____ Corporate ID # 2000037895

Health Club Signature: Employee Name /No. _____