

### READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for use of the property, facilities, and services of JayDee's Fitness, LLC, of 2332 Henshaw Road, Inwood, West Virginia, 25428, I agree for myself and (if applicable) for the members of my family, to the following:

1. **AGREEMENT TO FOLLOW RULES AND REGULATIONS.** I agree to observe and obey the Rules and Regulations and all posted rules and warnings (as the same may exist from time to time), and further agree to follow any oral instructions or directions given by JayDee's Fitness, LLC, or the employees, representatives or agents of JayDee's Fitness, LLC.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge JayDee's Fitness, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of JayDee's Fitness, LLC, whether caused by the fault of myself, my family, JayDee's Fitness, LLC or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify, defend and hold harmless JayDee's Fitness, LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of JayDee's Fitness, LLC.
4. **FEES.** I agree to pay for all damages to the facilities of JayDee's Fitness, LLC caused by any negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under West Virginia law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
7. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.