



MEMBER ASSUMPTION OF RISK AND RELEASE

I understand the risk of injury from CLUB activities and using any CLUB equipment is significant, including the potential for permanent paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an UNSUPERVISED FITNESS CENTER and I assume all risks associated with using exercise equipment and exercising alone without the aid and presence of CLUB staff on the premises. I understand that Evolution 24-hr Fitness is independently owned and operated by Pyramid Property Management and Development LLC. and Evolution 24 Hour Fitness L.L.C. I HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CLUB, EVOLUTION 24-HR FITNESS AND EFIT FINANCIAL, their respective owners, officers, affiliates, agents, and employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct any sponsored event (Releasees), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES or otherwise, that may arise out of or in connection with my using any of the equipment or the facilities of the CLUB or any incident that occurs while using the CLUB's facilities or engaging in CLUB activities on or off the premises or otherwise related to my CLUB membership. I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of Indiana and if a portion of this release is held invalid, the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that the CLUB is relying on this release in agreeing to enter into this Agreement.

I HAVE READ THE RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITH OUT ANY INDUCEMENT.

ADDITIONAL TERMS AND CONDITIONS – I hereby confirm that I am aware of and agree to the terms and conditions on both the front and the back of this document.

Member Signature _____ Date _____

Member Printed Name _____ Date _____

Guest Signature _____ Date _____

Guest Printed Name _____ Date _____