

SCHEDULE A



**Waiver and Release Agreement**

I acknowledge that I have signed up to participate at a program being held at a fitness club operated by Town Sports International, LLC (the "Activity"). I understand that the Activity may involve strenuous physical activity that could be hazardous and, as such I fully recognize the dangers associated with participating in this Activity. I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I have no physical or medical condition which, to my knowledge, would endanger others or myself, or would interfere with my ability to participate in the Activity.

I am signing this waiver and release in consideration of the permission extended to me by Town Sports International, LLC, to participate in the Activity. I acknowledge and accept that participating in the Activity is good and valuable consideration.

I acknowledge that by signing this document, I am releasing Town Sports International, LLC, its respective agents, employees, subsidiaries and affiliates (collectively "Releasees") from liability. I have been advised to carefully read this document before signing and I acknowledge that I fully understand its contents.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors") I HEREBY WAIVE, RELEASE, DISCHARGE, ALL RELEASEES FROM ANY AND ALL CLAIMS relating to my participation in this Activity. I agree to hold the Releasees harmless from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participating in the Activity.

I agree, for myself and my successors, that the above covenants are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this Agreement, the asserting party shall be liable for the expenses, including legal fees, incurred by the other party or parties in defending this claim, unless the other party or parties are finally adjudged liable on such claims for willful or wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein, or as consent to any other provision herein, or as consent to any subsequent waiver or modification.

I hereby grant full permission to Town Sports International, LLC to use photographs, videotapes, motion pictures, or any other record of this event including my name, likeness, and voice for any legitimate purpose.

I hereby certify that I have read and understand this document and accept all rights and responsibilities created herein.

Printed name of participant(s) \_\_\_\_\_

Date of birth of participant(s) \_\_\_\_\_

Printed name of parent or guardian for minor(s) \_\_\_\_\_

Phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

Email \_\_\_\_\_

I wish to receive periodic special offers from the Sports Clubs Network.

Member  Nonmember

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Emergency contact \_\_\_\_\_ Phone (home) \_\_\_\_\_ (cell) \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature of participant, parent or guardian