



RELEASE OF LIABILITY AND CONSENT — FITNESS MANAGEMENT AND FITNESS MANAGEMENT BLENDED SERVICES AT SPA GETTY FITNESS SPA GETTY FITNESS CENTER

(Includes Health Management Services and Health Improvement Programs, except Health Screenings, Personal Training, and Massage Therapy)

In consideration of the opportunity to receive fitness assessment services, participate in Health Fitness Corporation (“HFC”) programs and/or use of SPA GETTY FITNESS CENTER facilities, I hereby assume all risks of injury, illness, death or other loss arising from or in any way relating to my participation in HFC programs and use of SPA GETTY FITNESS.

I hereby release, agree not to sue, and forever discharge the J. Paul Getty Trust and HFC and their respective Affiliates* (as defined below) of and from any and all manner of claims, demands, actions, causes of action, liability, damages, claims for punitive or liquidated damages, claims for attorney’s fees, costs and disbursements, individual or class action claims, and demands of any kind whatsoever, I have or might have against them or any of them, whether known or unknown, in law or equity, contract or tort, arising out of or in any way relating to my receipt of assessment services, participation in HFC programs, use of the SPA GETTY FITNESS CENTER and loss of personal property, however originating or existing. This release shall be binding upon my heirs, personal representatives, administrators, executors, and assigns.

I understand that this release includes, without limitation, all injuries which may occur as a result of the following: (a) my use of HFC’s amenities and equipment in the SPA GETTY FITNESS CENTER facilities, my receipt of instruction and other services from HFC, or my participation in any activity, class, program, or instruction; (b) the malfunctioning of any equipment; (c) HFC’s training, supervision, or dietary recommendations; and (d) my slipping and/or falling while in or on the Spa Getty Fitness Spa Getty Fitness Center premises, including adjacent sidewalks and parking areas.

I further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely my responsibility and that I should consult a physician prior to undergoing any changes in exercise or diet.

I understand, as a participant of the health and fitness program who is to be assessed and given the opportunity to participate in an exercise program at the Spa Getty Fitness Spa Getty Fitness Center, I will have the option to receive a fitness assessment that measures some or all of the following items: (1) flexibility; (2) muscular strength and endurance; (3) body composition; and (4) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: (1) fit, (2) unfit, or (3) likely to benefit from exercise or changes in diet. That judgment can only be made by my physician.

I am aware that the fitness assessment is for the purpose of designing a personal exercise program and providing information on conditioning levels compared to norms. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither the SPA GETTY FITNESS CENTER, HFC, nor any of their Affiliates, will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters.

I further understand HFC staff will question me about my health status, and I agree to complete a health history questionnaire. I certify the information I provide to HFC staff about my health and exercise history and current health status will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HFC staff in the event of any change in my health or medical status. HFC shall treat information regarding my personal health and medical status as confidential. HFC shall not release such information without my written consent, except: to authorized HFC and J. Paul Getty Trust

employees, agents, successors, and assigned contractors who we use to support our business; in connection with any programs sponsored by my employer in which I participate; in connection with the sale, assignment, or other transfer of the business which the information relates; when applicable by laws, court orders or government regulations require us to do so; and to health care personnel for treatment purposes (including, for example, emergency assistance personnel). I understand that HFC may use or disclose to others information regarding my health for statistical analysis or other research purposes, provided that my name and other personally identifiable information will be removed from the information prior to such uses and disclosures.

I understand there are possibilities of injury or other complications, including but not limited to musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, which may occur during fitness assessment, while completing an exercise program, while otherwise using the SPA GETTY FITNESS CENTER facilities, or while participating in any health and fitness program activities.

I voluntarily agree to submit to a fitness assessment and to assume all risks associated with my participation in the fitness assessment, health and fitness programs, (including a personal exercise program) and use of SPA GETTY FITNESS CENTER facilities. I understand and acknowledge it is my responsibility not to exceed the guidelines established for me on my exercise program card and in other program materials.

I understand use of the SPA GETTY FITNESS CENTER and participation in a fitness assessment, health and fitness program activities is strictly voluntary, is not required of employees of participating companies, and I may discontinue my participation at any time. I further understand HFC may revoke my privileges to use the SPA GETTY FITNESS CENTER or otherwise participate in assessment or other programs at any time, in its sole discretion. I agree to be bound by and obey all the rules and policies of the SPA GETTY FITNESS CENTER, HFC and HFC staff in my use of the SPA GETTY FITNESS CENTER and in my participation in the health and fitness program activities.

I understand at any time I may review this Release of Liability and Consent by requesting a copy from HFC staff. I agree if any portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

I have carefully read this Release of Liability and Consent and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

Participant Signature _____ HFC Staff Signature _____

Participant Name _____ HFC Staff Name _____

Date _____ Date _____

*"Affiliates" means any branch, division, or subsidiary of HFC, or HFC's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.