

NON-EMPLOYEE EXERCISE AGREEMENT

Name: _____ Date: _____
Address: _____
Hm. Phone: _____ Wk. Phone: _____ Cell: _____
Email address _____
Emergency: _____
Contacts: 1) _____ Relationship _____ Phone _____
2) _____ Relationship _____ Phone _____

RELEASE OF LIABILITY, COVENANT NOT TO SUE EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

1. **Release and Covenant Not to Sue:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, services, and exercise programs of JUSTIN Vineyards & Winery LLC ("JUSTIN"), I, _____, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the JUSTIN Parties (as defined below) from liability **for any and all claims including the negligence** related in any way to my participation in exercise and/or exercise related activities resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises or equipment. The foregoing covenant includes, but is not limited to, all liability for damages resulting from the active or the passive negligence or carelessness of the JUSTIN Parties or their agents. The "JUSTIN Parties" as used within this agreement means JUSTIN, its affiliates, and each of their respective officers, directors, members, managers, partners, shareholders, trustees, employees, representatives, agents and anyone else acting on its behalf – including any and all personal trainers who assist and/or teach exercise activities. **(initial _____)**

I further release the JUSTIN Parties from all liability for damage and injury or death to me or my property resulting from selection, installation, adjustment, maintenance or use of weights, exercise machinery, equipment or apparatus and for any claim based on negligence, breach of warranty, contract claim or product defect or other legal theory. I accept full responsibility for any and all such damages or injury which may result. I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS. **(initial _____)**

I waive the protection afforded by any statute or law in any jurisdiction including California Code 1542 whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. California Code 1542 reads as follows:

1542. CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THIS RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

This means, in part, that I am releasing unknown future claims. **(initial _____)**

2. **Assumption of Risk:** I acknowledge I am aware that participation in all exercise and/or exercise related activities including the use of weights and use of any and all machinery, equipment and

apparatus designed for exercise, and participation in exercise sessions, with a personal trainer or otherwise (hereinafter “exercise activities”), on the property and in the facilities of JUSTIN are inherently dangerous and hazardous activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratched, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions and 3) catastrophic injuries including paralysis and death. (initial _____)

I hereby acknowledge that I am voluntarily participating in the exercise activities. (initial _____)

I acknowledge that I have been informed of the need for a physician’s approval for participation in exercise activities, program and/or the use of exercise equipment. I acknowledge that either I had a physical examination prior to participation in these exercise activities and have been given my physician’s permission to participate or have decided to participate in the exercise activities, programs and/or the use the equipment without the approval of my physician and hereby assume all responsibility for participation in said activities. (initial _____)

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by JUSTIN. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. (initial _____)

3. **Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the JUSTIN Parties HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees (based on market rates) brought as a result of my involvement at JUSTIN in exercise activities, including, without limitation, my death or injury or property damage that I may sustain while participating in such exercise activities, and to reimburse the JUSTIN Parties for any such expenses incurred. (initial _____)
4. **Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. (initial _____)
5. **Acknowledgement of Understanding:** I have read this release of liability, assumption of risk, covenant not to sue, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I am aware that this is a release of liability and a contract between myself and the JUSTIN Parties. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law. I understand this agreement cannot be modified orally. (initial _____)

Signature: _____

Date: _____