

**SCRIPTPRO FITNESS CENTER MEMBERSHIP AGREEMENT**

***NOTE: CONTAINS A RELEASE AND WAIVER OF LIABILITY***

In consideration for ScriptPro LLC (“ScriptPro”) agreeing to allow me to use ScriptPro’s physical fitness facilities (the “Fitness Center”), I agree to the following:

I am above the age of 18 years, and I am fully aware of the risks inherent in participating in physical fitness activities and using the equipment and facilities provided at the Fitness Center. I agree to engage only in physical fitness activities, classes, services and programs which are appropriate for me. I recognize that commencement of any physical activities or programs should not be undertaken without me first consulting my physician.

I hereby agree to release ScriptPro, and its employees, instructors, and affiliates, from any and all responsibility or liability for any injury, death, damage or loss which I may suffer resulting from the use of or participation in any activities, classes, services and/or programs at the Fitness Center, regardless of whether or not the injury or loss is caused by any act, omission or negligence of ScriptPro. I agree to indemnify and hold ScriptPro, and its employees, instructors, and affiliates, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees), suits, claims and judgments of whatsoever kind and nature arising from, out of, or in connection with any injury, loss or death of any person or any damage to any property resulting from or in any way relating to my involvement within, or actions at, the Fitness Center.

I acknowledge I am using the Fitness Center at my own discretion and risk, and I assume any and all responsibilities associated with the use of the Fitness Center, including any injuries that may result therefrom. I agree that my use of the Fitness Center shall be made during my non-employment time and shall be deemed to not be within the scope of my employment duties. I further agree that, when using the Fitness Center, I shall abide by the ScriptPro Fitness Center Rules and Regulations as posted at <http://www.spfitnesscenter.com/> (“Rules and Regulations”).

The laws of the State of Kansas shall govern this Agreement. Jurisdiction and venue of any legal action regarding my use of the Fitness Center and this Agreement shall be exclusively in the District Court of Johnson County, Kansas. If any provision of this Agreement is held to be unenforceable or void, the remaining provisions shall remain in force and effect.

This Agreement contains the entire agreement between ScriptPro and me regarding the Fitness Center. It is contractual and not a mere recital. ScriptPro reserves the right to terminate this Agreement and my membership in the Fitness Center at any time and for any reason, and to make any modifications, amendments, or waivers to the Rules and Regulations upon written notice.

I have read and understand the terms and conditions of this Agreement.

Date: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Phone Number)