

FFC/SPA and Program Access Agreement and Terms

Monthly Charge * If I am participating in a 3rd party or fee based program, I understand and agree to be charged the monthly program fee to the billing account provided or on file.

Payment Preauthorization * Payment Preauthorization. Monthly program fees are charged prospectively and on the first business day of each month along with charges for any additional services received or purchases made by participants during the previous month. Participant authorizes FFC or its agent(s) to make an EFT or ACH withdrawal on the first business day of the month from the bank or credit card account specified by Participant for any amount due from Participant under this Agreement on that date. Participant recognizes that the amount of the withdrawal may increase due to program fee increases. Participants are entitled to receive written notice of all varying charges or transfers. Participant understands, acknowledges and agrees that an EFT or ACH withdrawal is not a varying charge or transfer when the sum of the charge or transfer is comprised of amounts listed in this Agreement, including return fees and balances from prior months, or when the EFT or withdrawal is for a price or an amount of which Participant became aware, through writing or some other notice, for such additional services received or for purchases made by Participant. By signing below Participant agrees to exercise its option to receive advance written notice of a varying EFT or ACH withdrawal when the total amount of the EFT or withdrawal is more than \$2,500, which Participant acknowledges and agrees is a reasonable amount that a Participant could expect to incur during any single month of services. This authorization for automatic debit remains in full effect until the Participant cancels this agreement in conformance with the Terms and Conditions. Participants agree to provide FFC with any changes in the account from which payments are to be made and that FFC is authorized to extend the expiration date of any credit or debit card utilized to coincide with any update or reissuance of the current credit/debit card that secures the associated services. Participants acknowledge that he/she is responsible for notifying their bank of any errors that appear on my bank or credit card statement in a timely manner and that he/she shall notify FFC within 60 days of a claimed error on my bank or credit card statement.

Automatic Renewal *

AUTOMATIC RENEWAL – UPON TERMINATION OF INITIAL TERM THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTHLY BASIS UNLESS CANCELLED. This agreement is for the current prorated month and one (1) calendar month from the Initial Bill Date (“Initial Term”) and may be automatically renewed at the participant’s option on a month-to-month basis. participant agrees that unless participant provides written notice to FFC by the 15th of the month preceding the end date of the Initial Term as set forth above, this agreement shall be renewed automatically upon completion of the Initial Term for successive one month periods at the rate(s) established by FFC for the services applicable then in effect, and the term of this agreement shall be a monthly term. participant’s failure to use the services provided without written cancellation notice does not constitute program cancellation and does not relieve participant of payment obligations under this agreement. **Increase in Fees After Initial Term *** Participant agrees that after the expiration of the Initial Term FFC may increase monthly program fees. FFC shall provide the participant with notice at the e-mail or street address provided by participant at least 30 days in advance of the imposition of any increase in monthly program fees. Notice shall be deemed to be given when sent via e-mail or when mailed or placed into the U.S. Mail.

Release *

AGREEMENT AND RELEASE OF LIABILITY AND INFORMED CONSENT PLEASE READ THIS AGREEMENT CAREFULLY AND BE AWARE THAT BY PARTICIPATING IN FFC ON DEMAND CONTENT AND PROGRAMS YOU WILL BE WAIVING AND RELEASING ALL CLAIMS FOR INJURIES, ARISING OUT OF THESE ACTIVITIES, THAT YOU MIGHT SUSTAIN.

1. **Membership.** Membership is a contractual privilege to use the facilities from time to time offered by the Club to members within a class of membership, during the Club’s hours of operation. The Club reserves the absolute right to initiate, change or eliminate equipment, facilities, services, and programs offered at Club and to change hours of operation of the Club, without notice to Member.
2. **Classes of Membership.** An Individual Membership is defined as a membership for one person, whether married or not. A Couple Membership is defined as 2 people who share a common household either through marriage or as unmarried persons, 18 years or older who are living together as each other’s sole domestic partner, and jointly share financial responsibilities. Dependent Membership is defined as a membership for one person who is the dependent 13 through 22 and living at home with an existing Club member. In the event the initial member terminates his/her membership in the Club, the Spouse/Partner, or Dependent, dues rate will revert to the full prevailing rate for that membership type.
3. **Conflict of Interest.** Customers may not conduct business in the facilities which competes with products and services offered by the Club. Use of non-Club personal trainers is prohibited. Members may not personal train other members.
4. **Enrollment/Processing Fee.** Except as otherwise provided in Paragraph No. 11 herein, the Enrollment Fee is nonrefundable. The Enrollment Fee is a fee for membership and not a prepaid sum for services; it merely entitles Members to buy services by paying dues and other applicable charges.
5. **Annual Fee.** The Annual Fee is a fee for membership and is not a prepaid sum for services. Except as otherwise provided in Paragraph No. 11 herein, the Annual Fee is non-refundable. Member agrees that the Annual Fee may increase. The Club shall provide Member with notice of Annual Fee increases at the e-mail or street address provided by Member at least 30 days in

advance of the imposition. Notice shall be deemed to be given when sent via e-mail or when mailed or placed into the U.S. Mail. Any increase in the Annual Fee shall constitute a modification of this Agreement. If the Member does not agree to the increase the Annual Fee, Member must follow the cancellation procedures set forth in Paragraph No. 11. Member's failure to cancel his/her membership by the 15th of the month prior to the increase shall constitute Member's agreement to so modify this Agreement. If the Club in its sole discretion fails to impose, charge or collect from Member an Annual Fee in the Initial Term or at any time thereafter, the Club's failure to do so shall in no way constitute a waiver of the Club's right to impose, charge or collect Annual Fees thereafter.

6. Dues/ChargePrivileges/Unpaid Balances. Member shall not be relieved of the obligation to make payments agreed to and no deductions from any payments shall be made because of Member's failure to use the Clubs' facilities. If the Club in its sole discretion extends charge privileges, Member agrees to pay all charges through EFT, ACH or by such other means as the Club may establish. Member acknowledges that he/she is responsible for notifying his/her bank of any errors that appear on his/her bank or credit card statement in a timely manner and that he/she shall notify the Club within 60 days of a claimed error on his/her bank or credit card statement. If the Club has to take action to collect any amounts due, Member agrees to pay all costs of such action. Failure to make payment of dues or other charges on account may result in suspension or termination of membership. Paid In-full membership dues must be paid by 12:00 midnight of the expiration date or Club privileges will be suspended and a new enrollment and/or processing fee will be required. The obligation to pay dues is not dependent on the availability of all the Club's facilities. Events, parties, repairs and/or maintenance of the facilities may make it necessary for the Club to restrict use of one or more of the facilities or to temporarily close the Club which will not reduce or suspend the Member's obligation for payment of dues. If any check or credit/debit card draft payable to the Club is not honored, the Club will:(a) assess a return fee of \$30.00 for each check or credit card rejected to reimburse the Club for the cost of collection, and (b) collect the current and past-due balance in any subsequent month.

7. Credit Card Surcharge. Unless otherwise prohibited by law, I understand, agree and acknowledge that FFC may impose and collect a surcharge each time my credit card is charged, whether in payment of Monthly Membership dues or other equal to the actual cost charged to FFC. The surcharge amount shall not be greater than FFC's actual cost of acceptance of the credit card or any applicable maximum amount, and pursuant to Illinois law shall not exceed 4% of the amount charged to a member's credit card. I further understand that debit cards do not incur any surcharge, and that I may change a payment method from a credit card to a debit card at any time in person at an FFC facility.

8. Increase in Dues/Fees and Collection Of Taxes. After the Initial Term, with 30 days written notice, the Club may increase the monthly membership fee and/or collect any and all taxes imposed by any governmental entity on any amounts payable by Member under this Agreement . Written notice to the Member may include, but is not limited to: direct mail to the Member, e-mail to the Member, written notice handed to the Member and notice posted in the Club in an area where it may be viewed by all Members. All such increases, including those resulting from the imposition or increase in applicable taxes, shall constitute a modification of this Agreement. If the Member does not agree to the increase, including those resulting from the position or increase in applicable taxes, Member must follow the cancellation procedures set forth in Paragraph No. 11. Member's failure to cancel his/her membership by the 15 th of the month prior to the first billing month in which the increase or tax is charged shall constitute Member's agreement to so modify this Agreement.

9. Suspension/Termination. The Club can suspend or terminate Member's membership at any time for any breach of this Agreement or for any other reason or, for any violation, oral or written, of the Rules and Regulations of the Club by giving Member written or oral notice of such termination. If the Club terminates Member's membership, Member must immediately surrender membership card(s) and will remain liable for all unpaid dues, fees, taxes and other charges against Member's account.

10. Members Health Warranty. Member represents that Member is in good health and has no disability, impairment, injury, disease or ailment preventing him/her from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of naïve or abusive exercise.

11. Cancellations. All notices of cancellation by Member shall be made in writing and delivered by mail or electronic mail to the address specified in this Agreement, by the 15th of the month before the intended cancellation month. All notices and requests of cancellation must include the membership card(s). All refunds to which the Member is entitled shall be made within 30 days of the Club's receipt on the cancellation notice. (A) Member may cancel this Agreement without any penalty within three (3) days after the first business day after this Agreement is signed by Member (or within seven calendar days after the Club initially opens for business) provided it is in writing and delivered by certified or registered mail to the address specified in this Agreement. All monies paid shall be refunded within thirty (30) days of the Club's receipt of the cancellation notice. (B) Member has the right to cancel this Agreement if Member moves and the new residence is more than twenty five (25) miles from any health club operated by Club or its affiliated locations, and upon the failure of the Club to designate a center with comparable facilities and services within 25 miles of the new residence which agrees to accept the obligations of this Agreement, Member may cancel this Agreement. Member must submit written cancellation notice by certified or registered mail and provide satisfactory proof of new residence. If Member so cancels this Agreement, Member will be liable for only that portion of the charges allocable to the time before evidence of relocation is presented to the Club, plus a fee not to exceed 10% of the unused balance or \$50, whichever is less. (C) If Member is unable to use or receive all services contracted for, because of death or disability, Member or Member's estate shall be liable only for that portion of the charges allocable to the time prior to death or the onset of the disability. In the event of a cancellation for death or disability, the Club has the right to require and verify reasonable evidence of such death or disability. (D) To the extent not made pursuant to

sub-paragraphs 11(A) through 11(C) herein, all requests by Member for cancellation of this Agreement after the Initial Term must be provided by the 15th of the month prior and must be in writing and delivered by certified or registered mail to the address specified in this Agreement.

12. Automatic Renewal After Initial Term. After the Initial Term, the Agreement may be renewed automatically on a month-to-month basis. After the Initial Term, to terminate this Agreement member must provide written notice of termination to the Club by the 15th of the month prior the next billing month. Member's failure to notify Club of termination by the 15th of the month prior to the next billing month will result in Member being charged for the following month. After the Initial Term, the monthly membership fee shall be in excess of 10% of the total Original Membership Cash Price set forth in the Agreement.

13. Membership Freeze Policy. The Club may allow Member to temporarily suspend its membership one (1) time in any consecutive twelve (12) month period of time, under the following terms: (A) A freeze request must be made in-person at the membership office or through registered or certified mail to the Club at least 15 days before the intended freeze date; (B) Only whole months will be approved for a minimum of one (1) month and a maximum of three (3) consecutive months; (C) Member agrees to be charged a \$30.00 fee for each month his or her account is temporarily suspended, or a \$60.00 fee for each month if there are two or more individuals on the membership account, payable in advance by EFT or ACH withdrawal; (D) If Member is medically unable to use the Club, Member can request a medical freeze for up to six (6) months. Member agrees to provide a doctor's letter at the time of requesting a medical freeze; (E) Member's account must be in good standing and Member must sign the Club freeze policy agreement; (F) College students on family memberships requesting a freeze should see the club for details.

14. Guests. Members' guests are permitted in the Club pursuant to Club rules, regulations, fees and schedules for guests as may then be in effect. The Club reserves the right to limit the number of times any one guest can use the Club and reserves the right to exclude any guest whose use of the facility, in the sole opinion of the Club, would be detrimental to the Club, its members or staff. All guests must be 18 years of age or older, must sign in at the front desk and present a photo ID.

15. Children's Use. All children 16 years and younger must be accompanied by their parent or guardian at all times within the Club unless in another Club-sponsored, supervised activity. Children and/or Junior members will only have access to the main club during paid programming and designated family hours.

16. Lockers. Daily lockers are provided solely for the convenience of Members while the Member is in the club. Management will remove any items left in a locker overnight and/or after Member has left the premises. Rental lockers cannot be placed on freeze.

17. Valuables And Personal Property. Members are urged not to bring valuables to the Club. The Club shall not be liable for the loss of or theft, or damage to, the personal property of Members or guests, including items left with any staff or staff stations.

18. Presentation of Valid Membership Identification. No one will be admitted to the Club without a photo on file that has been validated against a government issued ID and displaying valid proof of current membership or registering as a guest.

19. Independent Contractors. From time to time the Club may make available to Members and guests the service of independent contractors. The Club does not warrant and does not guarantee the quality of these services and does not guarantee these services will remain available to Members and guests for any period of time, and hereby disclaim all liability out of such services.

20. Change in Membership Information. Members must promptly notify the Club in writing of any changes in their billing information (including account numbers and expiration dates), address, e-mail address, or telephone number. Failing such notice, all communications shall be presumed to have been received by the Member within five days after mailing.

21. Assignment of Agreement. This Agreement may be assigned by the Club at any time. Upon assignment all Terms and Conditions of this Agreement remain in place.

22. Severability. Any portion of this Agreement which is deemed to be unenforceable or illegal by any arbitrator or court of competent jurisdiction is to be severed from this Agreement and the remainder of the Agreement shall be enforceable.

23. Mandatory Arbitration, Waiver of Right to File Class Action. BECAUSE THIS IS A WAIVER OF CERTAIN RIGHTS, IT IS IMPORTANT THAT YOU READ THIS ENTIRE PROVISION CAREFULLY BEFORE INITIALING BELOW AND SIGNING THIS AGREEMENT .

(a) Mandatory Binding Arbitration: I understand and agree that any and all claims (legal and equitable), demands, disputes, litigation or controversies between Member and FFC, arising under or related to this Agreement or otherwise, including but not limited to claims under the Americans with Disabilities Act, Telephone Consumer Protection Act, the Electronic Funds Transfer Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Illinois Physical Fitness Act and all other consumer fraud and protection statutes and corresponding regulations, must be resolved by arbitration in accordance with the rules of the American Arbitration Association then in existence. Such arbitration shall take place in Chicago, Illinois, and the applicable law will be the laws of the State of Illinois, without regard to all applicable conflicts of law provisions and statutes therein. Member agrees that venue is proper in Illinois and submits to the personal jurisdiction of Illinois, and agrees that the decision of the arbitrator shall be final and binding on Member and FFC.

(b) Class Action Waiver: I understand and agree that with respect to any claim, litigation or controversy made by Member against FFC or its related companies, either arising under the terms of this Agreement or related in any way to membership at FFC, including but not limited to claims under the Americans with Disabilities Act, the Telephone Consumer Protection Act, the Electronic Funds Transfer Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Illinois Physical Fitness Act and all other consumer fraud and protection statutes and

corresponding regulations, Member acknowledges and agrees that it has no right or authority to file or arbitrate such claims as a class or collective action, private attorney general, or in a representative capacity on behalf of any individual or company.

(c) Waiver of Jury Trial: I understand that I am waiving my constitutional and statutory rights to have a trial in front of a judge or jury, electing instead to resolve all claims by binding arbitration as set forth in Paragraph 23(a) above.

(d) Confidentiality: All aspects of the arbitration proceedings, including but not limited to the award of an arbitrator and compliance with that award will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, class action waiver or to enforce an arbitration award.

24. Notices. Notice to the Club. Any Notice which Member is required to send to Club shall be sent by U.S. Mail or overnight service to the following address: 619 W. Jackson Chicago, IL 60661. Such notice shall not be deemed to have been sent until the date it is actually received by Club. Notice to Member: Unless otherwise indicated, any notice which Club is required to send to Member may be sent via e-mail to the e-mail address indicated by Member in the Membership Agreement or by overnight delivery or U.S. Mail to the street address indicated by Member for any updated address. Such notice shall be deemed to have been made when the e-mail is transmitted or the Notice is placed into the U.S. Mail or overnight carrier for delivery.

25. Consent. Member hereby consents to voluntarily engage in fitness activities. Member gives this consent understanding that there is the risk of certain changes occurring during or following fitness activities and that the reaction of the cardiovascular system to such activities cannot always be predicted with complete accuracy. Member gives this consent understanding that these changes may include abnormalities of blood pressure, heart rate, and in rare instances, cardiac complication. Member gives this consent understanding that a physician will not be present during the fitness activities.

26. Model Release - I hereby grant Fitness Formula, Ltd, d/b/a/ Fitness Formula Clubs as its brand name (FFC/the Company) for each of its locations, permission to use my likeness and/or voice in any and all of its publications and videos, including web and all other forms of digital and printed entries, without payment or any other consideration. I understand and agree that these materials will become the property of Fitness Formula, Ltd, d/b/a/ Fitness Formula Clubs (FFC/the Company) and will not be returned. I hereby irrevocably release, waive, and forever discharge any and all claims against FFC/the Company and authorize FFC/the Company to edit, copy, exhibit, publish or distribute my likeness and/or voice for purposes of publicizing FFC/the Company and/or viewing FFC/the Company's programs. In addition, I waive the right to inspect or approve the finished product. Additionally, I waive any right to royalties or other compensation arising or related to the use of my likeness and/or voice.

27. Assumption of Risk. Member understands that fitness activities involve a risk of injury and even death and that Member is voluntarily participating in these dangers involved, including accidental injuries occurring in dressing rooms, showers, pools, hot tub and sauna, and other facilities. Member understands and is aware that strength, flexibility, and aerobic exercise, including the use of equipment and machinery, is a potentially hazardous activity that could result in adverse physical changes, including but not limited to abnormal blood pressure, fainting, dizziness, disorders of heart rhythm, and very rare instances of heart attack, stroke or even death. Member understands that there exists the risk of bodily injury including but not limited to injuries to muscles, ligaments, tendons and joints of the body. Member also understands that there are many other risks of injuries, including serious disabling injuries, and that it is not possible to specifically list each and every individual injury risk. Member fully understands these risks of bodily injury, disability, heart attack, stroke or even death, but knowing these risks, it is Member's desire to participate as herein indicated and to hereby agree to expressly assume and accept all risks of injury, disability and death. Member assumes full responsibility for his/her use of the facility and shall indemnify the Club(s), the owner(s) of the Club, its affiliates, agents, and employees against any and all liability arising out of the use of the facilities.

28. Social Responsibility. Fitness Formula Clubs is committed to providing our members, guests and

employees with an environment that is as clean and safe as reasonably possible. The cooperation of our members is required to best achieve this goal. To that end, in consideration for access to an FFC Club and its equipment, programs, classes, virtual programs and classes, supplies, staff, services, locker rooms and other facilities (collectively the "Facilities"), we ask that you, for yourself and all other members named on your Membership Agreement (together "Member"), acknowledge and agree with The Fitness Formula, Ltd. ("FFL") and the FFC Club owners listed below (together with FFL referred to herein as "FFC") as follows:

(a) Member understands that other members, guests and staff will have access to the Facilities.

While FFC takes reasonable steps to insure the safety and sanitization of the equipment, programs, supplies, services and Facilities, Member acknowledges that FFC cannot and does not guarantee that the Facilities are germ/virus free (this includes but is not limited to COVID-19).

(b) Member agrees: (1) if required, to have his or her temperature taken by a FFC employee upon entering a FFC Club and if his or her temperature is equal to or greater than 100.4 degrees, he or she will not be admitted to the FFC Club on that day; (2) to not seek entry to or

use of the FFC Club if Member feels sick or exhibit any of the signs or symptoms of COVID-19; (3) that Member may be denied access to and use of the FFC Club unless Member truthfully confirms that he or she is well, does not have signs and symptoms of COVID-19, and has not knowingly been exposed in recent days to a person diagnosed with COVID-19; (4) to adhere to any health, safety, social distancing and protective guidelines established by FFC or the U.S Centers for Disease Control, World Health Organization, State of Illinois or other federal, state or local governmental agency, or recommended by the International Health Racquet Sports Club Association.

(c) Member understands, acknowledges and agrees that access to and use of the Facilities by Member is voluntary and that they involve inherent risks and therefore the acknowledgements, release and waiver provided at the forepart of this Agreement constitute material consideration for Member's access to the Facilities and any other FFC club.

Location	Address	Owner	Trade Names
Elmhurst	140 N. Addison Elmhurst, IL	Elmhurst Fitness, LLC Elmhurst Fitness Holdings, LLC Fitness Formula, Ltd.	FFC Elmhurst Fitness Formula Clubs Elmhurst
East Lakeview	3657 Pine Grove Chicago, IL	Lakeview Fitness East, LLC Lakeview Fitness Investors, LLC Fitness Formula, Ltd.	FFC- East Lakeview Fitness Formula Clubs-East Lakeview
Gold Coast	1030 N. Clark St. Chicago, IL	Partners in Fitness, L.P.; G&H Fitness, Inc. Fitness Formula, Ltd.	Fitness Formula Clubs – Gold Coast FFC-Gold Coast
Lincoln Park	939 W. North Ave. Chicago, IL	LP Fitness, LLC Fitplex, LLC Fitness Formula, Ltd.	FFC-Lincoln Park Fitness Formula Clubs- Lincoln Park
Oak Park	1114 Lake St. Oak Park, IL	Oak Park Fitness, LLC Fitplex, LLC Fitness Formula, Ltd.	FFC-Oak Park

			Fitness Formula Clubs-Oak Park
Old Town	1235 N. LaSalle St. Chicago, IL	Partners in Fitness, L.P. G&H Fitness, Inc. Fitness Formula, Ltd.	FFC-Old Town
			Fitness Formula Clubs-Old Town
Park Ridge	826 W. Touhy Ave Park Ridge, IL	Park Ridge Fitness, LLC Park Ridge Fitness Holding, LLC Fitness Formula, Ltd.	FFC Park Ridge
			Fitness Formula Clubs Park Ridge
South Loop	1151 S. State St. Chicago, IL	South Loop Fitness, LLC Fitplex, LLC Fitness Formula, Ltd.	FFC-South Loop
			Fitness Formula Clubs-South Loop
Union Station	444 W. Jackson Blvd Chicago, IL	U.S. Fitness, LLC Fitness Formula, Ltd.	FFC-Union Station
			Fitness Formula Clubs-Union Station
West Loop	10 S. Clinton Chicago, IL	PT Fitness, LLC Fitness Formula, Ltd.	FFC-West Loop
			Fitness Formula Clubs-West Loop

Release and Waiver of Liability and Indemnity Agreement

For Participation in Fitness Programs

(Read Carefully)

In consideration for participating in the fitness program (the "Activity") organized by Grit Endurance, LLC at the health club facility owned by PT Fitness, LLC Fitness Formula, Ltd d/b/a FFC West Loop (" Releasees"), the participant or parent(s) and/or legal guardian(s) of the minor participant named below hereby recognizes and acknowledges that full and adequate consideration has been provided and thus agrees as follows:

1. I, and anyone claiming on my behalf, fully release and forever discharge the Releasees and their affiliates, owners, members, successors, assigns, officers, managers, employees, third party vendors, representatives and anyone acting or claiming through them (collectively, the "Released Parties"), from any and all liability arising from any claims, demands, losses or damages relating to any injury, loss or damage to person and property that may be sustained as a result of my participation in the Activity ("Claims").
2. I fully understand and acknowledge that my participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I accept and assume such risks and responsibility for the losses and/or damages following any injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Released Parties.
4. I agree to indemnify the Released Parties against any and all claims, demands, losses or damages arising out of or relating to the event(s) allegedly caused in whole or in part by the negligence of the Released Parties or otherwise.
5. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any provisions are held to be invalid, it is agreed that all other provisions shall continue in full legal force and effect.
6. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.