

EQUINOX GUEST & EVENT LIABILITY WAIVER

Welcome to Equinox. By agreeing to this GUEST & EVENT LIABILITY WAIVER AND RELEASE FORM, you acknowledge and agree that you are voluntarily participating in an event hosted by Equinox Holdings Inc. ("Equinox") that may involve flexibility, strength, aerobic, cardio, and other exercises, including the use of equipment, and may include massage, bodywork, body analysis, guided meditation and/or other services (the "Event") and/or utilizing an Equinox fitness club facility/facilities, including without limitation the pool and surrounding area, equipment, and/or attending classes, personal training sessions, events, activities, and other programs (the "Club"). You hereby acknowledge that there are inherent risks, hazards, and dangers in engaging in physical exercise and in the use of fitness equipment and facilities of an Event or the Club. You hereby confirm that you have voluntarily chosen to participate in the Event and/or access the Club and acknowledge that specific risks vary from one activity to another and you hereby agree to expressly assume and accept any and all risks, which include but are not limited to: (1) minor injuries such as scratches, bruises, sprains, and fainting; (2) major injuries such as eye injuries, joint or back injuries, heart attacks, rhabdomyolysis, and concussions; and (3) catastrophic injuries, including paralysis and death.

In consideration for being permitted to participate In the Event and/or access the Club, you fully, expressly, and voluntarily on behalf of yourself and your heirs, representatives, successors, executors and/or assigns:

- (1) agree that your health is your responsibility and warrant that you are in good health and have no disabilities, impairments, injuries, illness, diseases, ailments or other conditions preventing you from engaging in active exercise and strenuous physical activity at the Event and/or Club;
- (2) understand that the Event and/or offerings of the Club are being provided for the basic purpose of fitness, relaxation, stress reduction, relief of muscular tension or basic body assessment and should not be used as a substitute for medical examination, diagnosis, or treatment, and that you should see a qualified medical specialist for any physical ailment that you are aware of;
- (3) agree that if you experience any pain or discomfort, you will immediately inform the instructor/practitioner and/or adjust your movements to your level of comfort or you will end your participation at the Event and/or Club;
- (4) agree to assume full responsibility for any and all injuries or damages which are sustained or exacerbated by you in relation to your participation in the Event and/or use of the Club and facilities, whether sustained while using equipment or not;
- (5) agree that the Event and/or Club is not responsible or liable for lost, stolen, or damaged personal property, including without limitation any items left in lockers, locker rooms, studios, the pool and surrounding areas, with the coat check, or elsewhere;
- (6) acknowledge that the Event may be held either outdoors or at a space which is maintained by a third party, both of which carry additional inherent risks, including, but not limited to, those caused by exposure to heights, terrain, facilities, temperature, weather, environment, lack of hydration and/or actions of other people, including but not limited to, participants, spectators and instructors;
- (7) acknowledge that alcohol may be served at the Event and/or Club, and you must be at least 21 years of age to consume alcohol. You hereby and expressly assume and accept any and all risks which may occur as a result of your consumption of alcohol at the Event.
- (8) acknowledge that if Equinox is providing third party transportation to or from the Event and you choose not to utilize this service, you agree that you are responsible for arranging sufficient transportation and further acknowledge that if a third party is provided the third party transportation provider is not affiliated with Equinox, and Equinox has no responsibility or liability with respect to the third party provider;
- (9) consent to receive medical treatment, which may be deemed advisable in the event of injury, incident, and/or illness. You understand and acknowledge that Equinox is not liable for any losses or costs incurred as a result of any such medical services obtained, or for the quality of the care or services rendered;
- (10) agree to comply with all rules and policies established by the Club including but not limited to Equinox Member Policies available on our website or location of the Event, whether issued orally or in writing, and understand and agree that any violation may result in immediate and/or permanent termination of your access to any or all Equinox Fitness Clubs; and
- (11) understand and agree that if, you are attending or participating in an event that is not at an Equinox location you may be asked to sign a separate liability waiver specific to that event space.
- (12) voluntarily and knowingly waive, release, forever discharge, indemnify and hold harmless Equinox and each of its direct and indirect parents, subsidiaries, affiliates, and each of their respective officers, directors, members, employees, representatives, agents, contractors, and each of their respective successors and assigns and all others (collectively, "Releasees" or "Equinox Parties") from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence), expenses (including attorneys' fees or medical expenses), or any other claims of any nature whatsoever, including, without limitation, any property loss or damage, loss of earnings or earnings capacity, personal injury, illness or impairment, physical pain, mental anguish, paralysis, heart attack or death, arising out of, or in connection with the use or non-use of the Club and/or participation in the Event and any service, program, activity, product, equipment, or machinery whether related to exercise or

not, including those losses or damages resulting from or caused by, in whole or in part, the negligence or gross negligence of any of the aforementioned Releasees; provided that the foregoing release and waiver of liability shall not apply to any losses or damages to the extent prohibited by law.

For California Residents: You understand this is a full and final release and you expressly waive any right under California Civil Code Section 1542, which provides:

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

Event Photography: Equinox may photograph and/or film all or part of the Event and/or Club. You hereby grant Equinox permission to use your likeness in a photograph, video, or other digital media (collectively “Photographs”) in any and all of its publications, including social media channels and web-based publications, without payment or other consideration. You understand and agree that all Photographs will become the property of Equinox and will not be returned. You hereby irrevocably authorize Equinox to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, you waive any right to inspect or approve the finished product wherein your likeness appears. Additionally, you waive any right to royalties or other compensation arising or related to the use of the Photographs.

You represent and acknowledge that you have read and understand this Equinox Guest & Event Liability Waiver and understand that your voluntary signature evidences your agreement and consent to the terms, provisions, and waivers set forth above. The invalidity, in whole or in part, of any portion of the above paragraphs will not affect the remainder of this form.

Guest Name:

Guest Signature:

Date: