

**HONDA WELLNESS CENTERS
AS MANAGED BY HEALTH FITNESS CORPORATION
ASSOCIATE ONLY MEMBERSHIP APPLICATION**

(PLEASE PRINT)

ASSOCIATE NAME _____ ASSOCIATE NUMBER _____

ADDRESS _____ CITY & STATE _____ ZIP _____

EMAIL ADDRESS _____ CONTACT NUMBER: _____

COMPANY _____ RETIRED? (PLEASE CIRCLE) **Y OR N**

EMERGENCY CONTACT _____ EMERGENCY PHONE _____

Associate Membership dues are fixed monthly or annually as outlined below. You will be billed automatically and collected electronically (through payroll deduction or credit card) once every paycheck – or if credit card, once every month - beginning on the date of this Application and will continue monthly as outlined in your Credit Card or Payroll Deduction Authorization. If you have elected an annual membership, you will be billed once for the calendar year in the full amount. Your direct debit membership and all payments associated with your membership will continue until we receive written notice of cancellation. A change in membership type or change in payment may result in additional fees.

I, the undersigned, in my individual capacity hereby make application for permission from Honda of America Mfg., Inc. (“Honda”) and Health Fitness Corporation (“HFC”), the on-site manager for the Centers to enter upon its premises and into the Watson Wellness Center at the Marysville site, the Associate Wellness Center at the Anna site, the Wellness Center at the East Liberty site, and the Wellness Center at the Performance Manufacturing Center site (collectively, the “Centers”), and to use the facilities therein for exercise and recreational purposes, for \$10.00 + tax per month. I received a copy of the Wellness Center Rules and Regulations (“Rules”) and agree to follow such policy and rules. I understand that failure to follow any of the Rules may lead to revocation of my access to any of the Wellness Centers. I agree that the Rules may be revised, supplemented or amended in the sole and absolute discretion of Honda and HFC and any such changes shall become immediately effective upon posting in the Centers.

ASSOCIATE MEMBERSHIP TYPE: _____ MONTHLY _____ ANNUAL

NOTICE OF CANCELLATION RIGHTS

In addition to any other right otherwise to revoke an offer or to termination or cancel a sale or contract, you have the right to cancel a prepaid entertainment contract until midnight of the third business day after the date of this Application. The NOTICE OF CANCELLATION form is included at the end of this Application.

Additionally, you may cancel this contract if: (1) by reason of death or disability, you are no longer able to receive benefits of the services; or (2) you have either terminated your employment with Honda or have relocated 25 miles or more from any of the Centers and you have provided notice to Honda and HFC of your relocation and request for cancellation; or (3) the Centers close or relocate more than 25 miles. In the case of this type of cancellation, the Application shall be proportionally divided by all the days in which the Center was available to you as part of this Application. Upon notice of one of the three reasons above, Honda and HFC shall return to you (or your representative) the amount paid in excess of the proportional amount. Notice of these events should be provided in writing and submitted online or delivered by manual delivery, personal delivery, or by certified mail delivery, return receipt requested, or by electronic mail to wellness_center@ham.honda.com. All information and material of a personal or private nature that is acquired directly or indirectly from Member including but not limited to, answers to tests or questionnaires, photographs, or background information, shall be returned to Member by regular mail within 30 days after the expiration or termination of this Agreement for any reason.

If you are cancelling your membership for a reason other than those listed above, cancellation may be completed by completing the Cancellation of Membership Form prior to thirty days before your next billing date.

In consideration of that permission and privilege, and recognizing that exercise and recreational activities are, by their very nature, potentially dangerous and hazardous to persons and property alike, I hereby specifically agree to and acknowledge all of the following:

CONSENT AND RELEASE

In consideration of my use of the Centers’ exercise equipment and facilities, I expressly agree and contract, that Honda, HFC and their respective stockholders, officers, directors, associates, representatives and agents, including the Center staff, shall be released and shall not be liable for any damages, claim, liability or demand of any kind resulting from any claim, liability or demand of any kind

resulting from any injury, medical condition or complication, or damage or loss (including death) of any kind to any of the persons designated as "MEMBERS" below or to their property or any property in the possession, whether caused by the negligence of Honda, HFC or any of the persons mentioned in this Membership Application, the acts or omissions of other Center members or other third parties, or otherwise, except as otherwise prohibited by applicable law.

By the execution of this Application, I accept and voluntarily assume all risks and hazards which may cause injury or medical condition or complication, including, without limitation, musculoskeletal injuries, cardiovascular trauma, neurological impairment, heart attack and even death, damage or loss to myself or to my property or any property in my possession, while I or my property is in, on or traveling to or from the Center, which may occur, without limitation, as a result of the following: (a) my use of amenities and equipment at the Centers, my receipt of instruction and other services from the Centers' staff, or my participating in any activity, class, program or instruction, including an exercise program; (b) the malfunction of any equipment in the Centers; (c) the Centers staff's training, supervision, or dietary recommendations; (d) my slipping and/or falling while in or on the Centers' premises, including adjacent sidewalks and parking areas, (e) my completing a fitness assessment; (f) lost, stolen, or damaged property, on or about the premises; (g) my use of the facilities during unstaffed hours; and (f) while otherwise using the Centers.

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 use of the Centers and participation in fitness assessments and health and fitness program activities is strictly voluntary, is not required of employees, spouses and family members, and I may discontinue my participation at any time. I understand at any time I may review this Consent and Release by requesting a copy from the Centers 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.

Further, although I recognize that no duty to do so exists or is hereby created, nevertheless, in the event that any of the persons designated as "MEMBERS" below sustains any personal injury or medical condition or complication either before, during or after exercise or recreation at the Center, I specifically authorize Honda and/or its representatives to do either or both of the following, should they so choose:

A. I authorize Honda, HFC and/or its representatives to voluntarily and gratuitously perform on-site treatment for the injury, condition or complication, and/or to voluntarily and gratuitously provide transportation for the purpose of obtaining treatment elsewhere. I expressly recognize that any on-site treatment will not necessarily be performed by persons having medical training, including training as emergency medical technicians, and I acknowledge that Honda and HFC have in no way represented that this treatment will be performed by persons having such training. I further understand that none of Honda, HFC nor their respective representatives who perform any on-site treatment and/or provide any transportation for the purpose of obtaining treatment elsewhere will expect or accept any remuneration for the same. Therefore, and in return for this voluntary and gratuitous treatment and/or transportation, I hereby specifically release Honda, HFC and their respective stockholders, officers, directors, associates, representatives and agents, including the Center staff, from any claim, liability or demand of any kind of any of the persons designated as "MEMBERS" below resulting from such treatment and/or transportation, whether caused by the negligence of the persons performing the treatment and or providing the transportation, or otherwise.

B. I also authorize Honda, HFC and/or their respective representatives to make arrangements with third parties for medical treatment for the injury, condition or complication including but not limited to emergency, laboratory, diagnostic and/or surgical treatment, and/or to make arrangements with third parties for transportation for the purpose of obtaining such treatment. I expressly give my/our consent for this treatment and/or transportation to any emergency medical services, physicians, nurses, other medical personnel, hospitals and/or medical transportation services that Honda or HFC, in its sole discretion, may select, and I specifically agree that I will assume full responsibility for payment for such treatment and/or transportation.

I understand at certain times there will be no staffing or supervision at the Centers. I am aware that if I sustain any injury or other medical complication during my participation in activities at the Centers there will likely be no one to respond to my emergency and that Honda or HFC has no duty to provide assistance to me while I am at the Centers.

I understand that the Centers utilize audio and visual monitoring and recording 24 hours per day (everywhere except for areas where there is a reasonable expectation of privacy), including remote video access. The monitoring and recording is for security purposes but does not guarantee against any wrongdoing, injury or harm. All recording and storage will be in compliance with state and federal laws and other applicable policies of Honda and HFC.

I understand that Honda and HFC may utilize third-party vendors to assist with carrying out their duties to me as a member. Personal information may be shared with those vendors, including health information, only to the extent necessary.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS SET FORTH IN THIS CONSENT AND RELEASE, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. This Consent and Release shall be binding upon the heirs, administrators, executors and assigns of all of the persons designated as "MEMBERS" below.

<u>ASSOCIATE</u>			
Print Name	Sign Name	Date of Birth	Date

<u>REPRESENTATIVE OF HONDA OF AMERICA MFG., INC. AND HEALTH FITNESS CORPORATION</u>		
Print Name	Sign Name	Date

FITNESS, SPORTS AND RECREATIONAL ACTIVITY WAIVER

Associate Name _____
 Associate Number _____
 Address _____ City, State, Zip _____
 Telephone # (work or home) _____ Plant _____
 Department _____

<u>Employer</u>	<u>Policy/Risk No.</u>
Honda of America Mfg., Inc. (HAM) Associates:	20003516-0
Honda Engineering North America, Inc. (EGA) Associates:	20003993-0
Honda R&D Americas, Inc. (HRA) Associates:	20005201-0
Honda North America, Inc. (HNA) Associates:	20005782-0
American Honda Motor Company, Inc. (AH) Associates:	20003891-0
Honda Transmission Mfg., Inc. (HTM) Associates:	20003891-1
Honda Trading America Corp. (HTA) Associates:	1004158-0
Honda Access America, Inc. (HAA)* Associates:	1004159-0
* (now known as Honda Accessory America LLC)	

The undersigned declares that he or she is a voluntary participant in fitness and recreational activities offered by the Honda Wellness Centers, including, but not limited to:

- All Activities Sponsored by the Wellness Centers
- Recreation and Sports Leagues
- Family Festival Race
- All Honda Invitational Tournaments

The undersigned hereby waives and relinquishes all rights to workers' compensation benefits under Ohio Revised Code Section 4123.01 for any injury or disability incurred while participating in the above-mentioned activities. The waiver may not bar any workers' compensation claim for death benefits filed by an employee's dependents. This waiver is valid for the term of the Center membership, or two calendar years from the date the waiver is executed, whichever is shorter.

A copy of the executed Fitness, Sports and Recreational Activity Waiver has been retained by the Employer and has also been provided to the Associate.

 Signature of Associate

 Date

NOTICE OF CANCELLATION

(Retention Copy)

Date of contract: _____

You may cancel this contract for any reason at any time prior to midnight of the third business day after the date on which the first service under the contract is available, and if the facility or services that is the subject of the contract is not available when you sign the contract, you may cancel the contract at any time prior to midnight of the seventh business day after the date on which you receive your first service under the contract. If you cancel within this period, the seller must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you received your first service under the contract. The seller must also cancel and return to you within twenty business days any papers that you have signed.

To cancel this contract you must deliver in person, manually, by certified mail, return receipt requested, or by electronic mail message, the signed and dated copy of this cancellation notice or any other written notice of cancellation, to Honda of America Mfg., Inc. (“Honda”) and Health Fitness Corporation (“HFC”), by mail or by in-person delivery at the center location you applied: Associate Wellness Center 12500 Meranda Road, Anna, Ohio 45302; PMC Fitness Center, 25000 Honda Parkway, Marysville, OH 43040; East Liberty Wellness Center at ELP, 11000 State Road 739, East Liberty, OH 43319; or Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040, or by email at wellness_center@ham.honda.com not later than midnight of the third business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available when the contract was signed, not later than midnight of the seventh business day after the date on which the first service under the contract is available.

I hereby cancel this contract.

Print Name: _____ Signature: _____ Date: _____

Note: A cancellation notice should include sufficient information to identify your membership, such as your name, address and/or email address.

NOTICE OF CANCELLATION

(Delivery Copy)

Date of contract: _____

You may cancel this contract for any reason at any time prior to midnight of the third business day after the date on which the first service under the contract is available, and if the facility or services that is the subject of the contract is not available when you sign the contract, you may cancel the contract at any time prior to midnight of the seventh business day after the date on which you receive your first service under the contract. If you cancel within this period, the seller must send you a full refund of any money you have paid, except that a reasonable expense fee not to exceed ten dollars may be charged if you received your first service under the contract. The seller must also cancel and return to you within twenty business days any papers that you have signed.

To cancel this contract you must deliver in person, manually, by certified mail, return receipt requested, or by electronic mail message, the signed and dated copy of this cancellation notice or any other written notice of cancellation, to Honda of America Mfg., Inc. (“Honda”) and Health Fitness Corporation (“HFC”), by mail or by in-person delivery at the center location you applied: Associate Wellness Center 12500 Meranda Road, Anna, Ohio 45302; PMC Fitness Center, 25000 Honda Parkway, Marysville, OH 43040; East Liberty Wellness Center at ELP, 11000 State Road 739, East Liberty, OH 43319; or Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040, or by email at wellness_center@ham.honda.com not later than midnight of the third business day after the date on which the first service under the contract is available, and if the facility or service that is the subject of the contract is not available when the contract was signed, not later than midnight of the seventh business day after the date on which the first service under the contract is available.

I hereby cancel this contract.

Print Name: _____ Signature: _____ Date: _____

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