

**HONDA WELLNESS CENTERS
MEMBERSHIP APPLICATION**

(PLEASE PRINT)

ASSOCIATE/CONTRACTOR NAME _____ ASSOCIATE/CONTRACTOR 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 annually as outlined below.

You will be billed once for your yearly membership in the full amount, and you must make payment prior to your enjoyment of services at the Honda Wellness Centers. You will be eligible to utilize the Honda Wellness Centers on the first day that you pay the annual membership fee, beginning after the payment is provided. A change in membership type or change in payment may result in additional fees.

**THIS IS AN ANNUAL AGREEMENT AND MAY BE TERMINATED HEREIN AS
SET FORTH.**

We, in our individual capacity and/or in the capacity as parent or legal guardian of the persons designated as “MEMBERS” below, hereby make application for permission from American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (collectively “Honda”) to enter upon its premises and into the 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; Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040; ADC-OH Rec Center, 21001 State Route 739, Raymond, OH 43067; TMP-OH Activity Center, 6964 OH-235, Russells Point, Ohio 43348; Honda Wellness Center, 1800 Honda Drive, Lincoln, AL 35096; Honda Health & Fitness Center, 1919 Torrance Blvd, Torrance, CA 90501, (collectively, the “Centers”) and to use the facilities therein for exercise and recreational purposes, for the amount of **SEE Attachment A, titled “Membership Fee Table.”** Wellness Centers hours of operations can be found at www.hondawellness.com. We received a copy of the Wellness Center Rules and Regulations (“Rules”) and agree to follow such policy and rules. We understand that failure to follow any of the Rules may lead to revocation of my access to any of the Wellness Centers. We agree that the Rules may be revised, supplemented or amended in the sole and absolute discretion of Honda and any such changes shall become immediately effective upon posting in the Centers.

UNAVAILABILITY OF CENTERS

The obligation to pay dues is not dependent on the availability of all or any particular Centers at all times, or the type or quantity of the classes or equipment offered at the Centers. Repairs, maintenance and other circumstances may make it necessary, and The Fitness Center reserves the right to, restrict use or close one or more of the Centers, as well as the right to change the type and quantity of the classes and equipment offered at the Centers. Dues will not be reduced nor suspended during the time when one or more Centers are not available.

NOTICE OF CANCELLATION RIGHTS

You, the buyer, may cancel this agreement at any time prior to midnight of the tenth calendar day after the date you signed this agreement. To cancel this agreement, 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, which states that you, the buyer, are canceling this agreement, or words of similar effect. The notice shall be sent to one of the addresses listed above, Attn: Member Services. 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) your employment has ended and you have completed request for cancellation; (3) the Centers close or relocate more than five miles; or (4) you, the buyer, relocate out of town where a Wellness Center is not within a 15-mile radius of your new location and you have completed request for cancellation. 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 four reasons

above, Honda 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 hondafitness@ahm.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, will 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.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS SET FORTH IN THIS APPLICATION AND CANCELLATION POLICY, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. This application and cancellation policy shall be binding upon the heirs, administrators, executors and assigns of all of the persons designated as “MEMBERS” below.

I FURHTER ACKNOWLEDGE THAT THIS IS AN ANNUAL CONTRACT.

<u>“MEMBER”</u>				
Print Name	Sign Name	Date of Birth	Date	
<u>ADDITIONAL “MEMBERS”</u>				
Print Name	Sign Name (Parent/Legal Guardian: Sign for members under 18 years of age)	Badge Number (if applicable:)	Date of Birth	Date

<u>REPRESENTATIVE OF AMERICAN HONDA MOTOR CO., INC. OR HONDA DEVELOPMENT & MANUFACTURING OF AMERICA, LLC</u>		
Print Name	Sign Name	Date

CONSENT AND RELEASE

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, we hereby specifically agree to and acknowledge all of the following:

In consideration of our individual use of the Centers' exercise equipment and facilities, we expressly agree and contract, that Honda 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 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, we 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 ourselves or our property or any property in our possession, while we or our property is in, on or traveling to or from the Center, which may occur, without limitation, as a result of the following: (a) our use of amenities and equipment at the Centers, our receipt of instruction and other services from the Centers' staff, or our 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) our slipping and/or falling while in or on the Centers' premises, including adjacent sidewalks and parking areas, (e) our completing a fitness assessment; (f) lost, stolen, or damaged property, on or about the premises; (g) our use of the facilities during unstaffed hours; and (f) while otherwise using the Centers.

We further understand that any recommendations regarding exercise or diet (including, without limitation, the use of supplements) are entirely our responsibility and that we should consult a physician prior to undergoing any changes in exercise or diet. We 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 we may discontinue my participation at any time. We understand at any time we may review this Consent and Release by requesting a copy from the Centers staff. We 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 we 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, we specifically authorize Honda and/or its representatives to do either or both of the following, should they so choose:

A. We authorize Honda and/or its onsite management contractor 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. We expressly recognize that any on-site treatment will not necessarily be performed by persons having medical training, including training as emergency medical technicians, and we acknowledge that Honda have in no way represented that this treatment will be performed by persons having such training. We further understand that none of Honda 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, we hereby specifically release Honda 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. We also authorize Honda and/or its onsite management contractor 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. We 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, in its sole discretion, may select, and we specifically agree that we will assume full responsibility for payment for such treatment and/or transportation.

ATTACHMENT A
MEMBERSHIP FEE TABLE

Membership Fee	Fee
Associate (Only)	\$45.00/year
Associate + Family	\$100.00/year
Contingent/Contractor (Only)	\$55.00/year

Office Use Only

Copy of Signed Contract and Release Provided to Member

NOTICE OF CANCELLATION

(Copy – Retained by Wellness Center)

Date of contract: _____

You may cancel this contract for any reason at any time at any time prior to midnight of the tenth calendar day after the date you signed the Agreement, 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 tenth calendar day after the date on which you receive your first service under the contract that was then unavailable. 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 American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (“Honda”), 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; Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040; ADC-OH Rec Center, 21001 State Route 739, Raymond, OH 43067; TMP-OH Activity Center, 6964 OH-235, Russells Point, Ohio 43348; Honda Wellness Center, 1800 Honda Drive, Lincoln, AL 35096; Honda Health & Fitness Center, 1919 Torrance Blvd, Torrance, CA 90501; or by email at hondafitness@ahm.honda.com not later than midnight of the tenth 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 tenth business day after the date on which the first service under the contract is available.

I hereby cancel this contract.

Print Name: _____

Address: _____

E-Mail Address: _____

Signature: _____

Date: _____

NOTICE OF CANCELLATION

(Copy – Provided to Member)

Date of contract: _____

You may cancel this contract for any reason at any time at any time prior to midnight of the tenth calendar day after the date you signed the Agreement, 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 tenth calendar day after the date on which you receive your first service under the contract that was then unavailable. 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 American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (“Honda”), 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; Watson Wellness Center at MAP, 24000 Honda Parkway, Marysville, OH 43040; ADC-OH Rec Center, 21001 State Route 739, Raymond, OH 43067; TMP-OH Activity Center, 6964 OH-235, Russells Point, Ohio 43348; Honda Wellness Center, 1800 Honda Drive, Lincoln, AL 35096; Honda Health & Fitness Center, 1919 Torrance Blvd, Torrance, CA 90501; or by email at hondafitness@ahm.honda.com not later than midnight of the tenth 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 tenth business day after the date on which the first service under the contract is available.

I hereby cancel this contract.

Print Name: _____

Address: _____

E-Mail Address: _____

Signature: _____

Date: _____

FITNESS, SPORTS AND RECREATIONAL ACTIVITY WAIVER (USED FOR OHIO WELLNESS CENTERS ONLY; ONLY HONDA EMPLOYEES NEED TO SIGN)

Associate Name _____

Associate Number _____

Address _____ City, State, Zip _____

Telephone # (work or home) _____ Plant _____

Department _____

Employer	Policy/Risk No.
American Honda Motor Company, Inc. (AHM) Associates:	20003891-0
Honda Development & Manufacturing of America, LLC (HDMA) Associates:	20003891-1
Honda Trading America Corp. (HTA) Associates:	1004158-0

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

Office Use Only

Copy of Signed Fitness, Sport, and Recreational Activity Waiver Provided to Associate

ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY AGREEMENT (“Agreement”)

In consideration of the opportunity to receive services from Health Fitness Corporation (“HealthFitness”) and/or become a member of the Honda Fitness Center, I hereby assume all risks of injury, illness, death, or other loss arising from or in any way relating to the following (a)-(d), referred to generally in this document as the “HealthFitness Programs”:

- a. use of the amenities, including any equipment and/or aquatic facilities in the Honda Fitness Center;
- b. participation in recreation leagues, personal training, ergonomics, group exercise classes, massage therapy, physical therapy, injury prevention and treatment, health coaching, whether such services are delivered virtually or in person at the Honda Fitness Center;
- c. recommendations and instruction regarding exercise, diet, nutrition, aquatics, and fitness, whether such recommendations and instructions are delivered virtually or in person at the Honda Fitness Center; and/or
- d. the malfunctioning of any equipment in the Honda Fitness Center.

Health History Questionnaire and Confidentiality:

I understand HealthFitness staff may question me about my health status and I agree to complete a health history questionnaire if requested by HealthFitness staff. I certify the information I provide to HealthFitness staff about my health and exercise history and current health status will be, to the best of my knowledge, complete and accurate, and I agree and understand it is my responsibility to inform HealthFitness staff in the event of any change in my health or medical status. .

HealthFitness may collect, use and disclose my personal information as set forth in the HealthFitness Privacy Policy available at: <https://www.healthfitness.com/privacy>.

Fitness Assessment:

I understand I may have the option to receive (either virtually or in-person) a fitness assessment that measures some or all of the following items: (a) flexibility; (b) muscular strength and endurance; (c) body composition; and (d) changes in heart rate and blood pressure before, during and after an exercise test. I understand a particular set of results from the fitness assessment does not necessarily mean I am: fit, unfit, or likely to benefit from exercise or changes in diet. That judgment can only be made by my physician. I understand the fitness assessment is not intended to replace any medical screening I may need, and neither Honda, HealthFitness, nor any of their Affiliates will determine whether an exercise program or dietary change are medically appropriate for me. I understand it is my responsibility to consult with my physician regarding these matters. 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 and acknowledge that I should consult with my physician before participating in any exercise program or regimen, particularly if I am pregnant, nursing, or under medical supervision for any medical condition.

Minors:

I recognize and understand that there are risks and dangers associated with a minor’s participation in any HealthFitness Programs and if I choose to allow any minors in my household (the “Minors”) to participate in any HealthFitness Programs, I assume all of the associated risks and dangers.

Massage:

If I elect to receive massage therapy, I am aware of the benefits, limitations, and risks of massage. I also understand that there are no implied or stated promises or guarantees about the success, outcomes, or side effects of the massage services I receive. I understand that massage therapy does not include the diagnosis of illness, disease, impairment or disability, that it is not a substitute for medical care, medical examination or diagnosis, and that I should work with my health care provider for any condition I may have. I also understand that the massage provider reserves the right to refuse to perform massage on anyone whom he/she deems to have a condition for which massage is contraindicated. I understand that it is my responsibility to immediately inform my massage provider of any pain or discomfort I experience during the session so that the pressure and/or technique may be adjusted to my level of comfort. I understand that it is my responsibility to communicate with my massage provider if I have concerns or questions about my session. I understand that any sexual or inappropriate contact, remarks, advances, or requests made by me will result in immediate termination of the massage session and refusal of further service. I understand that if a session is terminated due to such conduct, I may be charged for the entire session.

Images:

In further consideration of the opportunity to receive services from HealthFitness, I convey to HealthFitness the unrestricted permission to copyright and use, re-use, edit, mix, duplicate, publish and republish my name, likeness, image, and voice, without restriction in any and all media now or hereafter known, including, without limitation, any HealthFitness programs or services, advertisement or promotion of products, and/or personnel. I understand that the consideration described above is the full and complete consideration for my services and for the permissions and rights which I have granted in this Agreement. I am and shall not be entitled to receive any incentive, compensation, residual payment or other consideration beyond previously agreed upon wages.

Covid-19 Acknowledgement and Agreement:

If I choose to enter the Honda Fitness Center, I attest, represent, and warrant that the following are true and correct to the best of my knowledge:

- I will not enter the Honda Fitness Center if, within the 14 days preceding my entry into the Honda Fitness Center:
 - I have been diagnosed with COVID-19, or
 - exposed to a person with a confirmed or suspected case of COVID-19, or
 - am waiting for the results of a COVID-19 test.
- I will not enter the Honda Fitness Center if:
 - I am experiencing any symptoms of COVID-19, including but not limited to cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell, or
 - I have experienced any such symptoms within the 14 days preceding my entry into the Honda Fitness Center, and have not received a negative COVID-19 test following the onset of such symptoms.

I agree that I will follow the following safety precautions while using the Honda Fitness Center:

- I will follow any and all local and federal public safety or Honda policies, including but not limited to social distancing and the use of face coverings;
- I will wash my hands or use hand sanitizer frequently and maintain good hygiene generally.

- I will abide by such other reasonable requirements as others may request, or which may be posted in the Honda Fitness Center.

By entering the Honda Fitness Center, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by entering the Honda Fitness Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while using the Honda Fitness Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other users of the Honda Fitness Center, those providing services or support at the Honda Fitness Center, and/or other individuals.

Release and Waiver:

On behalf of both myself and the Minors, and our personal representatives, heirs, executors, administrators, assigns, next of kin and estates, to the fullest extent permitted by law, I hereby release, waive, relinquish, discharge from liability and covenant not to sue Honda, HealthFitness, or any of their respective Affiliates (as defined below) (the "Releasees") from any and all claims, including claims for punitive or liquidated damages, claims for attorney's fees, costs and disbursements, individual or class action claims, demands, actions, suits, causes of action and/or liabilities, of whatever kind or nature, in law, equity or otherwise, related to or arising, directly or indirectly, from my and/or the Minors' participation in the HealthFitness Programs, including but not limited to those arising from any negligent act or omission by any of the Releasees, and use of my and/or the Minors' name, likeness, image, and voice, including without limitation any claims for libel, or invasion of my and/or the Minors' rights of privacy and publicity, and claims relating to any distortion or illusory effect.

Releasees assume no responsibility for any liability, damage or injury that may be caused by my and/or the Minors' negligent and willful acts and omissions related to or arising from my and/or the Minors' participation in the HealthFitness Programs, or for any personal injury, property damage or death caused by the acts or omissions of any other member of the Honda Fitness Center and/or any observer or participant in any HealthFitness Programs.

I understand at any time I may review this Agreement by requesting a copy from HealthFitness staff. I agree if a court holds that any portion of this Agreement is invalid, the remainder of this Agreement will continue in full legal force and effect.

I understand use of the Honda Fitness Center and participation in the HealthFitness Programs is strictly voluntary, and that I may discontinue my participation at any time. I further understand HealthFitness or Honda may revoke my privileges to use the Honda Fitness Center or otherwise participate in the HealthFitness Programs at any time, in their sole discretion. I agree to be bound by and obey all the rules and policies of the Honda Fitness Center, HealthFitness and HealthFitness staff in my use of the Honda Fitness Center and in my participation in the HealthFitness Programs.

I have carefully read this Assumption of Risk, Waiver, and Release of Liability Agreement and fully understand its terms. I sign it voluntarily with full knowledge of its legal significance and understand that I have the right to have my attorney review it. I am 18 years of age or older.

Signature: _____

Print Name: _____

Date:

* The term "Affiliates" means any HealthFitness or Honda branch, division, subsidiary, parent, or entity sharing common ownership and/or HealthFitness or Honda's present and former officers, directors, shareholders, trustees, employees, agents, representatives, contractors, and the successors and assigns of each, whether in their individual or official capacities.