

HONDA WELLNESS CENTERS
GUEST APPLICATION, CONSENT, RELEASE, AND AUTHORIZATION

(PLEASE PRINT)

SPONSOR/ASSOCIATE NAME _____ ASSOCIATE NUMBER _____

GUEST NAME _____

GUEST'S ADDRESS _____ CITY & STATE _____ ZIP _____

GUEST'S EMAIL ADDRESS _____ CONTACT NUMBER: _____

EMERGENCY CONTACT _____ EMERGENCY PHONE _____

THIS A DAY-TO-DAY AGREEMENT

I, undersigned, in my individual capacity and/or in my capacity as legal guardian of the person(s) designated as "GUEST" below, (collectively, the "GUEST") hereby make application for permission American Honda Motor Co., Inc. or Honda Development & Manufacturing of America, LLC (collectively "Honda"), the on-site manager for the Centers for the "GUEST" to use 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 centers 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. 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 any such changes shall become immediately effective upon posting in the Centers.

UNAVAILABILITY OF CENTERS.

The obligation to pay fees 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 Centers reserve 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.

CONSENT, RELEASE, AND AUTHORIZATION

In consideration of the permission and privilege to use the Centers, 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:

In consideration of my use of the Centers' exercise equipment and centers, I expressly agree and contract, that Honda and/or its onsite management contractor and their respective stockholders, officers, directors, associates, representatives and agents, including the Centers 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, the onsite management contractor, 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 Centers, 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 centers 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 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 Centers, I specifically authorize Honda and/or the onsite management contractor to do either or both of the following, should they so choose:

A. I 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. 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/or its onsite management contractor have in no way represented that this treatment will be performed by persons having such training. I further understand that none of Honda nor its onsite management contractor 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, its onsite management contractor 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 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. 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 and/or its representatives, 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 nor its onsite contractor 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 its onsite management contractor.

I understand that Honda and its onsite management contractor 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.

SOLE AND ENTIRE AGREEMENT

This Guest Application, Consent, Release, and Authorization constitutes the sole and entire agreement of Honda and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Guest Application, Consent, Release, and Authorization is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall

not affect any other term or provision of this Guest Application, Consent, Release, and Authorization or invalidate or render unenforceable such term or provision in any other jurisdiction. This Guest Application, Consent, Release, and Authorization is binding on and shall inure to the benefit of Honda and me and their respective successors and assigns. All matters arising out of or relating to this Guest Application, Consent, Release, and Authorization shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any claim or cause of action arising under this Guest Application, Consent, Release, and Authorization may be brought only in the federal and state courts located in the state of Ohio and I hereby consent to the exclusive jurisdiction of such courts.

FINALLY, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS SET FORTH IN THIS GUEST APPLICATION, CONSENT, RELEASE, AND AUTHORIZATION, AND THAT I HAVE FREELY AND VOLUNTARILY CHOSEN TO AGREE TO THE SAME. The terms of this Guest Application, Consent, Release and Authorization shall be binding upon the heirs, administrators, executors and assigns of all of the persons designated as "GUESTS" below.

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

<u>SIGNATURE OF PARENT OR GUARDIAN IF GUEST IS UNDER AGE 18</u>			
Print Name	Sign Name	RELATIONSHIP TO GUEST	Date

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

ATTACHMENT A

MEMBERSHIP FEE TABLE

Who	Fee
Guest	\$3.00/day

Office Use Only

Copy of Signed Contract Provided to Guest Member