

HONDA RECREATIONAL ACTIVITY CONSENT AND RELEASE

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

In consideration of my use of the Honda Recreational Center located in Greensburg, Indiana (hereafter, "CENTER") exercise equipment and facilities, I expressly agree and contract, that Honda Development & Manufacturing of America, LLC (Honda), its parent companies, subsidiaries, affiliates, successors, and assigns, and/or its onsite management contractor and their respective stockholders, officers, directors, associates, representatives and agents, including the Center's 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 Center, which may occur, without limitation, as a result of the following: (a) my use of amenities and equipment at the Center, my receipt of instruction and other services from the Center's staff, or my participating in any activity, class, program or instruction, including an exercise program; (b) the malfunction of any equipment in the Center; (c) the Center's staff's training, supervision, or dietary recommendations; (d) my slipping and/or falling while in or on the Center's 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 Center during unstaffed hours; and (f) while otherwise using the Center.

I understand at any time I may review this Consent and Release by requesting a copy from the Center's staff. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and I agree if any portion of this form is held invalid, the remainder of this form will continue in full legal force and effect.

I understand there will be no staffing or supervision at the Center. I am aware that if I sustain any injury or other medical complication during my participation in activities at the Center 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 Center.

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 the onsite management contractor to do either or both of the following, should they happen to be present and 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 that the Center utilizes 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 recognize and acknowledge that my use of the Center is voluntary and purely recreational in nature; I will not be compensated for my time at the Center; Honda does not derive any benefit from my use of the Center; and my use of the Center is not connected in any way with my regular job duties for Honda.

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.

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.

ASSOCIATE (“MEMBER”) SIGNATURE _____ DATE _____

ASSOCIATE NAME (PRINT) _____

DATE OF BIRTH _____ ASSOCIATE NUMBER _____

CONTACT NUMBER: _____ EMAIL ADDRESS _____

EMERGENCY CONTACT _____

EMERGENCY PHONE _____