

NEVER SUMMER FITNESS, L.L.C. ("NSF")
RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY.
YOU MUST UNDERSTAND IT BEFORE SIGNING IT.**

Reference is made to that In-Home Exercise Program Agreement (the "Agreement") into which I have entered and which relates to the Program (as defined in the Agreement) and/or one or more exercise sessions offered by NSF.

I understand and acknowledge that with the activity involved in the Program and/or session(s) there are risks, known or unknown, identified or unidentified, which may result in injury, death, illness or disease, or damage to property. I acknowledge that the staff of NSF has fully explained to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I hereby voluntarily release, waive and forever discharge NSF, its agents, managers, members, landlord, and employees, from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity, use of NSF's or any other equipment or the condition or design of NSF's or any other equipment, premises or facilities, including specifically but not limited to the negligent acts or omissions of NSF, its agents, managers, members, landlord, and employees, including my attorney's fees and costs incurred.

I further agree, promise and covenant to hold harmless and indemnify NSF, its agents, managers, members, landlord, and employees for any injury to person or property, death, illness, disease or damage, expenses and costs, including attorney's fees, arising out of or in any way connected with my participation in this activity, use of NSF's or any other equipment and facilities or my presence on NSF's premises or on any other facilities.

This Release, Waiver of Liability and Indemnification shall be governed by the laws of Colorado. I agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Grand County, Colorado.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT. I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against NSF, its agents, managers, members, landlord, and employees, including specifically, but not limited to, claims of negligence in any degree of NSF, its agents, managers, members, landlord, and employees.

Agreed this _____ day of _____, 2008.

Signed: _____

Print Name: _____