

**NEW YORKER RESIDENCE  
FITNESS CENTER  
AGREEMENT, INDEMNIFICATION, RELEASE AND WAIVER OF LIABILITY**

Upon checking in at the residence operated by EHS at the New Yorker Hotel, all residents are required to accept this Agreement, Indemnification, Release and Waiver of Liability in consideration of access to the fitness center facility at the New Yorker Hotel (including the equipment therein) (the "Facility"), made available to residents at no cost. Should you have any questions regarding this or any other items, please do not hesitate to contact us. By signing, I represent that I am of legal age and agree to the following:

**Health Statement**, In requesting permission to use the Facility, I affirm that (i) my general health is good and that I am not adversely affected by the exercise I will undertake, (ii) I am able to perform exercise of a vigorous nature and (iii) I am not currently under the care of a physician who should be advised of my desire to participate in this physical activity. ***If I am under the care of a physician, I affirmatively state that I have received his/her permission to participate in vigorous exercise at the Facility.***

**Rules, Policies and Governing Law**: I agree to follow all rules and policies of the Facility as may exist or be adopted and to abide by any reasonable request concerning use of the Facility directed to me by the staff of Educational Housing Services (EHS) and EHS II. I agree to use care when using the Facility, including that I will operate and use the equipment only in the manner in which it was designed and intended to be used. I shall not use the Facility in such a way as to endanger the health or safety of myself or others and will not violate any laws. I understand that my failure to abide by the terms of this agreement may result in the termination of my privileges of using the Facility and that EHS may terminate or alter my privileges with respect to the Facility at its complete and unilateral discretion. This agreement shall be governed by New York law. Each provision is severable. If any provision is deemed invalid, it shall not be deemed part of the Agreement and the remainder shall remain in full force and effect.

**Assumption of Risk**. I understand and acknowledge that the Facility is not supervised, that there are risks, known and unknown, associated with athletic and physical activity and use of the Facility, and that fitness equipment is inherently dangerous and poses a risk of injury, including the potential risk from dropped weights, fingers caught in moving equipment, and falling equipment. EHS cannot guarantee that the Facility is in perfect condition or free of risk. I hereby accept and assume all risks to my health and of my injury or death that may result from my use of the Facility, including permanent disability or even death.

**RELEASE, WAIVER AND INDEMNIFICATION**

I, for myself and on behalf of my representatives, estate, heirs, executors, next of kin and assigns (collectively, "Releasor"), hereby irrevocably and unconditionally release, hold harmless, discharge and promise not to sue EHS, and its owners, officers, directors, affiliates, parents, subsidiaries, employees, and representatives (collectively, "Releasee"), from and for, and hereby waive, any and all present or future injury, harm, damage, liability, loss, theft, claim and cause of action, known or unknown, of any nature whatsoever, including that caused by the negligence of Releasor or otherwise, arising, directly or indirectly, from my use of the Facility, to the fullest extent permitted by law. I further agree to indemnify Releasee for any costs, attorney's fees, liabilities or claims arising, directly or indirectly, from my use of the Facility caused by my negligence or intentional act or omission.

I have read this AGREEMENT, RELEASE, WAIVER and INDEMNIFICATION carefully, fully understand its terms, understand the risks described therein and that I have given up substantial rights by accepting it upon signing the check-in form, and accept it freely and voluntarily without any inducement.