

**Hess Corporation Fitness Center**  
**Liability Waiver and Release**

I, the undersigned, have read and understand the General Rules for Fitness Center Use, and in consideration of my use of the Hess Tower Fitness Club Operated by Suite Time Fitness (hereinafter, the “**Center**”) and the equipment located therein, and participation in any programs, classes, events and activities at or sponsored by the Center (“**Programs**”), hereby acknowledge and agree to the following:

1. I acknowledge that my use of the Center and its equipment and participation in its programs, training, classes, events or activities is strictly voluntary and that I have not been requested or required to do so by Hess Corporation, its affiliates or anyone acting on its behalf (each and collectively, “**Hess**”).
2. I recognize that use of fitness equipment and participation in exercise or fitness programs, training, classes, events and activities require physical exertion and I acknowledge a full understanding of the inherent dangers and risks associated with the use of the Center and the equipment located therein and participation in any Program. I understand that the risk of injury from such uses and participation is significant, including the potential for permanent disability and death, and while particular rules and safety equipment may reduce this risk, the risk of serious injury remains.
3. I represent and warrant that to the best of my knowledge I am physically sound and suffer from no condition, impairment, disease, infirmity, or other illness that would prevent my use of any fitness equipment or participation in any exercise, fitness or wellness activity or other Program.
4. I acknowledge it is recommended that I seek approval from a medical professional prior to engaging in exercise, participating in the Programs or using the equipment at the Center, and I acknowledge that it is my responsibility to seek such approval. I further acknowledge that I have either had a physical examination and have been given a physician’s permission to participate in these activities, or I have decided to participate in these activities without the approval of my physician. I also understand that it is my responsibility to secure personal health insurance in advance, if desired.
5. I understand that if I choose to use the Center or its equipment or participate in any program, training, class, event or activity occurring at or sponsored by the Center, I do so at my own risk. I knowingly and freely assume full responsibility for any and all risks, injuries and damages which may occur as a direct or indirect result of use of the Center or its equipment or my participation in any Program.
6. I understand that Hess, the Center and Suite Time Fitness are not responsible for and I hereby assume all risk of any loss, damage or theft to or of my personal property.
7. I understand that in the event of accident or injury, personal judgment may be required by Hess, the Center, or Suite Time Fitness, or any personnel, employee, agent, representative, or volunteer of the foregoing, regarding what actions should be taken on my behalf. Nevertheless, I acknowledge that the foregoing may not legally owe me a duty to take any action on my behalf.
8. I understand that the Programs may be conducted by persons who may not be knowledgeable, licensed, certified or registered instructors or professionals. I understand that the skills and competencies of Center personnel, employees, agents, representatives, or volunteers will vary according to their training and experience and that no claim is made to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and employed to provide such professional services. Any recommendation for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products, is entirely voluntary, and I understand that I should consult a physician prior to undergoing any dietary or food supplement changes.

9. **INDEMNITY.** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to waive, release, defend, indemnify and hold harmless Hess, the Center, Suite Time Fitness and any officers, officials, agents, employees, contractors, representatives, affiliates, licensees or invitees of the foregoing (“**Indemnitees**”) against any and all losses, costs, damages, claims, suits, liability, expenses, and causes of action, of any kind or character, including attorney’s fees (and any expenses incurred in pursuing this indemnity), arising directly or indirectly out of any bodily injury or death or damage to or loss of property suffered by me, directly or indirectly caused by or in connection with my use of the Center or its equipment, my participation in any Program, or the physical conditions of the Center the equipment located therein, **regardless of the cause or causes thereof, including the sole, joint or concurrent negligence or strict liability or other legal fault of any Indemnitee, any presence on any premises or any preexisting condition of the premises.**
10. I agree to abide by the General Rules for Fitness Center Use and all other terms and conditions required for use of the Center and its equipment or participation in any Program.
11. I further state that I am at least eighteen (18) years of age and fully competent to sign this document, and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

**I ACKNOWLEDGE THAT I HAVE THOROUGHLY READ THIS LIABILITY WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS AND THAT IT IS A RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST HESS CORPORATION, THE FITNESS CENTER OR SUITE TIME FITNESS FOR ANY INJURY SUSTAINED. I VOLUNTARILY AGREE TO THE TERMS AND CONDITIONS STATED ABOVE.**

---

Date

---

Signature of Participant

---

Printed Name of Participant