

SPINS Vibrancy360 Activities Waiver and Release of Liability

SPINS is excited to offer various health and wellness activities for our employees as part of our Vibrancy360 program, including use of our fitness center, yoga classes and other activities. Not only do these activities keep you healthy, happy, and energized at work, but they also help you better understand the health and wellness industry that SPINS is a helping lead in its phenomenal growth.

In order to offer these Activities to you for free or at a cost subsidized by SPINS, we need you to agree to this waiver and release of liability. In this document, we refer to the Vibrancy360 activities as "Activities", and the equipment that we have available for your use as the "Equipment".

It is important that you understand and agree to everything in this document. Please let us know if you have any questions or need any clarifications. If you do not agree to this waiver and release of liability, we cannot allow you to participate in the Activities. If you do agree to this waiver and release of liability, please sign where indicated below.

In consideration of SPINS providing the Activities and Equipment for your use, you acknowledge and agree to the following:

I understand and agree that my participation in the Activities is on my own personal time, and that my participation in the Activities is not within the course or scope of my employment.

I acknowledge that the Vibrancy360 Handbook is available on the SPINS intranet and I have had an opportunity to review it and receive answers to any questions that I have regarding the Vibrancy360 program.

I agree to comply with all rules imposed by SPINS and instructions provided regarding the Activities. I agree to conduct myself in a controlled and reasonable manner at all times, and to use the Equipment in a manner consistent with its intended design and purpose.

I agree to be solely responsible for my safety and wellbeing. I understand that SPINS is not responsible for the supervision and instruction provided in the Activities and does not provide supervision, instruction, or assistance for the use of the Equipment.

I understand and acknowledge that the Activities and use of Equipment involves risk of serious injury, including permanent disability and death.

I agree, on behalf of myself, my heirs, executors, administrators, successors and assigns, that SPINS LLC, its affiliates and its and their respective insurers, employees, officers, managers, members, and affiliates shall not be liable for any damages arising from personal injuries (including death) sustained by me in, on, or about the SPINS' premises, or resulting from or arising out of my participation in the Activities and my use of the Equipment, regardless of whether such injuries result, in whole or in part, from the negligence of SPINS. I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge SPINS, its affiliates and its and their respective insurers, employees, officers, managers, members, and affiliates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of my participation in the Activities and my use of the Equipment.

I agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me resulting from or arising out of my participation in the Activities and my use of the Equipment.

I have fully read and understand this waiver and release of liability.

Your signature: _____

Your printed name: _____

Date: _____