

**Release and Waiver of Liability  
for use of Exercise Room or Fitness Center by Wells Fargo Personnel**

\_\_\_\_\_  
*Printed Last Name*

\_\_\_\_\_  
*Printed First Name*

\_\_\_\_\_  
*Email*

*Location of Fitness Center:*

Chandler Campus

*Wells Fargo property name*

2700 S Price Rd

*Street Address*

Chandler

AZ

85286

*City*

*State*

*Zip*

**You must release and waive your rights as follows in order to use the fitness center identified above, including any and all exercise equipment, instruction or other amenities offered in the fitness center or your participation in any physical activity on Wells Fargo owned or leased property (the "Fitness Center"). You will only be allowed to use the Fitness Center if you agree to this release and waiver.**

I understand that use of the Fitness Center is strictly voluntary, and that the use of the Fitness Center is not related in any way to the performance of my work and is not a requirement of employment with Wells Fargo & Company or its affiliates (collectively "Wells Fargo") or the receipt of wellness benefits under any Wells Fargo health benefit plan, and is not encouraged or expected by Wells Fargo. Wells Fargo is making available the Fitness Center solely as a convenience to its employees. I understand that Wells Fargo has reserved the right to cancel or terminate, at any time, making fitness centers available to its employees. I agree to follow the policy guidelines included in this release and waiver, and any other guidelines communicated to me by Wells Fargo, when using the Fitness Center.

I have had the opportunity to ask questions and have read the Fitness Center guidelines for safety. I understand that I am using the Fitness Center at my own risk. In consideration for being allowed to use the Fitness Center I agree to assume full responsibility for any and all death, illness, injury, property damage and/or loss that I may suffer or cause in connection with using the Fitness Center arising from, among other things: (a) carelessness, negligence or willful misconduct on the part of Wells Fargo or anyone directly or indirectly associated with the Fitness Center, or because of liability without fault, even if caused by the acts or omissions of Wells Fargo; and/or (b) any other equipment, facilities, hazards or conditions directly or indirectly related to the Fitness Center. Wells Fargo does not assume any liability associated with the Fitness Center or my decision to use it.

I understand that there may be risks associated with activities involving physical exertion, exercise, and the use of the Fitness Center and I am aware of the physical risks inherent in engaging in such activities. I understand that I must consult with my own personal physician and provide the administrator of the Fitness Center with a signed statement by my physician that I have been cleared to engage in physical activities at the Fitness Center. I agree that I will provide the administrator with a signed statement by my physician if my physical condition changes for any reason and that I will update this statement every twelve (12) months regardless of whether my physical condition has changed.

I hereby release and forever discharge for myself, my heirs, next of kin, executors, personal administrators, successors and assignees, Wells Fargo, its affiliates, and specifically the Wells Fargo affiliate sponsoring the Fitness Center, and each of their officers, directors, employees, agents, contractors, instructors, owners, representatives, successors, assignees, governing bodies, and advisory committees, from any and all claims, demands, actions and causes of action, which I may have or have had against Wells Fargo, whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether expected or unexpected by me, arising directly or indirectly from my use of the Fitness Center. I fully understand that I cannot hereafter make further claims or seek any further recovery of any nature whatsoever against Wells Fargo, based upon, arising out of, or in connection with my use of the Fitness Center, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by Wells Fargo.

I have carefully read this release and waiver and have had the opportunity to read and consider this release and waiver to my satisfaction prior to signing.

---

*SIGNATURE*

---

*DATE*

**Please return this release and waiver to the Fitness Center administrator**

Team members should following the following guidelines when using a Fitness Center:

- Use of the exercise room is completely voluntary.
- Team members should not bring their personal exercise equipment to use in the exercise room.
- Team members may only use the room when they are not on company time (i.e., before and after work and during lunch breaks).
- If exercise instructors are used, prior approval and verification of professional and general liability coverage must be obtained.
- The exercise room is available to Wells Fargo team members only. No family members or guests are allowed in the exercise room.
- All team members using the exercise room must sign this release and waiver form.
- Disinfectant and paper towels should be used to clean equipment after use.