Collins Aerospace Rec Center
Acknowledgement of Assumption of Risk, Indemnity Agreement, Waiver and Release

I, the undersigned, know and understand that the use of Collins Aerospace, Inc's. ("Collins") Rec Center, hereinafter referred to as "Rec Center," and my participation in its related events for Rec, the improvement of fitness, and/or the improvement of athletic skills may:

- Involve potentially hazardous or dangerous activities and conditions or
- Cause me injury, including but not limited to: muscle sprains and strains, ligament tears, broken bones, back injuries or heart attacks, some of which may even cause paralysis or death.

I attend the Rec Center and its related events out of my own free will and choice. In choosing to use the Rec Center or participate in its related events, I fully accept and assume the risk of injury, whether before, during, or after my use of the Rec Center or participation in its events. This includes, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, inadequate safety equipment, the effects of weather including extreme temperature or conditions, and negligence of others participating in the events, including those watching or observing.

I am aware that the risk of injury or death is always present while exercising and that this risk cannot be eliminated by RC or the Rec Center's managers or employees while using the Rec Center or participating in its related events. All risks are known appreciated and assumed by me and I waive any and all specific notice of the existence of them and further waive the obligation, if any, that any other person or entity has to advise or warn me of them. I assume liability for and agree to pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses.

I realize that the use of the Rec Center and/or the participation in its related events may require physical conditioning. I represent that I am in sound medical condition capable of using the Rec Center or participating in Rec Center events without risk to myself or others. I have no medical impediment that would endanger others or me. I will be solely responsible for the condition and adequacy of my athletic equipment and safety gear. I will exercise safely within the limits of my own abilities, my equipment, the environmental conditions, and in a manner that does not endanger others or me. Knowing these facts and in consideration of my membership to the Rec Center and/or use of the Rec Center and participation in its related events, I for myself, spouse, children, heirs, next of kin, executors, administrators, assigns and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to hold RC and its subsidiaries and affiliated entities and its directors, officers, employees, representatives, agents, and successors; Match Play Tennis Centers, Inc. and its subsidiaries and affiliated entities and its directors, officers, employees, representatives, agents, and successors; Rec Center event co-sponsors and volunteers harmless from any and all claims, demands and actions of any and every kind I have, may have or may hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my attending or use of the Rec Center and/or participation in any related events.

My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any personal injury, accident, illness or death and any property damage or loss that may be: (a) caused by any act, or failure to act, by the above-identified persons and entities, including without limitation, their negligence, errors, omissions in providing exercise advice or the failure to enforce rules and/or (b) sustained by me before, during or after the use of the Rec Center and the participation in its related events.

I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further acknowledge that no representations, promises, statements or inducements have been made to me other than as set forth in this document. I will abide by all Rec Center rules and regulations. I further agree to indemnify and hold the parties released above harmless from any and all losses, damages, injuries, claims and expenses, including attorneys' fees, arising from or relating in any respect to my use of and/or participation in Rec Center and/or its related events or my breach of this agreement. If I am a minor, my parent or guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release. I also waive all spousal claims relating to the Rec Center, if any, that I hold or that may arise through me. I agree that no modifications or amendments to this waiver and release shall be binding unless they are accepted in a separate writing signed by RC's Senior Vice President, People and Inclusion.

I have read the foregoing Rec Center Acknowledgement of Assumption of Risk, Indemnity Agreement, Waiver and Release and have voluntarily executed this document with full knowledge of its content.

Please sign the signature page. If you are a minor, a parent or legal guardian must sign for you.