

# **IMPORTANT NOTICE TO ALL USERS**

**BY SCANNING YOUR BADGE, ENTERING, OR USING THE FITNESS AREA YOU AGREE TO THE FOLLOWING:**

**TERMS AND CONDITIONS  
INCLUDING  
WAIVER AND RELEASE OF LIABILITY AND COVENANT NOT TO SUE  
("Waiver")**

In consideration for being permitted access to and use of the fitness area and locker room located within the Walmart Corporate Office at 2245 Monroe St. Herndon, VA 20171, including the fitness and exercise equipment located therein (the "Equipment" and collectively with such rooms and area, the "Facilities"), provided by Walmart Inc., a Delaware corporation (the "Company"), each person who uses or enters the Facilities (each a "User"), by scanning such User's badge to gain entry to the Facilities or by entering the Facilities, agrees and contracts, on behalf of such User and such User's heirs, executors, administrators, successors and assigns as follows:

1. The Company and its, subsidiaries, affiliates, assigns, successors, directors, officers, agents, and employees (collectively, the "Released Parties"), **SHALL NOT BE LIABLE** for any damages arising from any personal injury (including death) or property loss, damage, or theft sustained by User in, on, or about the Facilities, or as a result of the use of the Facilities or Equipment by User or any other person, **REGARDLESS OF WHETHER ANY INJURY OR DAMAGE RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR FAULT OF THE COMPANY.** As used in this Waiver, "use of" the Facilities and Equipment collectively means use of, presence at, or proximity to the Equipment and Facilities.

2. **USER ACCEPTS AND ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF PERSONAL INJURY, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR IN CONNECTION WITH USER'S USE OF OR ACCESS TO THE FACILITIES OR EQUIPMENT. USER UNDERSTANDS AND ACKNOWLEDGES THAT THE USE OF FITNESS AND EXERCISE EQUIPMENT INVOLVES RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH.**

3. **USER COVENANTS NOT TO SUE AND FULLY AND FOREVER RELEASES AND DISCHARGES** the Released Parties 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, arising out of use of the Facilities or Equipment by User or any other person (collectively, "Claims"), **REGARDLESS OF WHETHER ANY INJURY OR DAMAGE RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR FAULT OF THE COMPANY.**

4. **USER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS** from and 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 User or any other person as a result of User's use of the Facilities or Equipment, **REGARDLESS OF WHETHER ANY INJURY OR DAMAGE RESULTS, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OR FAULT OF THE COMPANY.**

5. User agrees to be solely responsible for User's safety and well-being at all times during use of the Facilities and Equipment. User understands that the Company has no obligation whatsoever to provide supervision, instruction, or assistance for the use of the Facilities and Equipment. To the extent permitted by law, **THE FACILITIES AND EQUIPMENT ARE MADE AVAILABLE BY COMPANY "AS IS" AND "WITH ALL FAULTS."**

6. User agrees to comply with all rules imposed by the Company regarding the use of the Facilities and Equipment, whether posted or made available at the Facilities, via any communications platform, or otherwise communicated to User by the Company, Walmart Inc., or their affiliates. User agrees that User shall behave in a controlled and reasonable manner at all times and shall refrain from using any of the Facilities and Equipment, in a manner inconsistent with its intended design and purpose.

7. User agrees not to use any Equipment unless User has obtained competent advice from a qualified physician that User's use of the Equipment will not impair User's health or well-being. User agrees to follow all physician recommendations.

8. **USER UNDERSTANDS AND AGREES THAT THE COMPANY IS NOT RESPONSIBLE FOR PROPERTY THAT IS LOST, STOLEN, OR DAMAGED WHILE IN, ON, OR ABOUT THE FACILITIES.**

9. User further expressly agrees that this Waiver and the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the State of Arkansas and and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.