

## **VISA GYM FACILITIES**

### **Liability Release and Waiver Form**

I understand that my decision to use and/or exercise in any facility owned, rented or maintained by Visa Inc., its subsidiaries and affiliates ("VISA"), which facilities include, but are not limited to, the fitness and shower facilities at the Foster City, Ashburn, Owings Mills, Miami, Denver and any future VISA Gyms (collectively the "Facilities"), is entirely voluntary and such use is not an express or implied condition of my employment or part of my work-related activities or responsibilities as an employee of VISA.

I understand that there are risks associated with any physical exercise or activity and that I should consult with my physician and follow his or her recommendations before participating in any exercise program. I also understand that each and all of the Fitness and Shower Facilities are un-staffed. I understand that VISA does not monitor any activities in the Facilities. I understand that my participation in any activities or classes in the Facilities, including those sponsored by VISA, is at my own risk and this Liability Release and Waiver ("Release and Waiver") covers such exercise or activity. I understand that VISA does not support or endorse any exchange of money between employees to participate in any non-sponsored gym activity.

For and in consideration of my being permitted to use the Facilities, I fully accept responsibility and assume the risk for any and all injury or damage suffered by me, either directly or indirectly, while using and/or exercising in the Facilities. I hereby expressly release, discharge, and hold harmless from any liability and claims resulting from damage and/or injury to my person or property, VISA and their officers, agents and employees.

IT IS MY INTENTION, BY THIS INSTRUMENT, TO EXEMPT AND RELIEVE  
VISA FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR  
WRONGFUL DEATH CAUSED BY NEGLIGENCE OR OTHERWISE, TO THE  
FULL EXTENT ALLOWABLE UNDER APPLICABLE LAWS. I AGREE THAT  
UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY  
CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL  
DEATH AGAINST VISA, ARISING OUT OF OR CONNECTED IN ANY WAY  
WITH MY USE OF OR PRESENCE IN THE FACILITIES AT ANY TIME,  
WHETHER AS A RESULT OF VISA'S NEGLIGENCE OR OTHERWISE.

I also understand that if I am injured while using any of the Facilities, I will not be covered by the insurance VISA maintains for its employees injured on the job, but instead I should rely on my Health Plan or other resources to cover the cost of any medical treatment I require.

With my acknowledgement, I certify that **I HAVE READ AND UNDERSTAND** this Release and Waiver, including the above capitalized section on negligence and liability. I further certify that it is my intention by acknowledging this Release and Waiver that it be binding not only upon me, but also upon my heirs, administrators, executors, successors and assigns. I am acknowledging this Release and Waiver voluntarily and understand that it is legally binding.