



**The APEX – Nox Group Companies**  
**The APEX Wellness and Culture Center Employee Waiver and Release Form**

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**Employee Name**

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**Signature**

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**Date:****1. Acknowledgment of Risk**

I acknowledge that my use of the onsite fitness area known as the APEX (the “Facility”) is entirely voluntary and is not a requirement of my employment. I understand that physical exercise, including the use of exercise equipment and participation in fitness activities, involves inherent risks of injury, illness, or even death. I assume full responsibility for any risks, injuries, or damages known or unknown that I might incur as a result of using the Facility.

**2. Health and Medical Clearance**

I certify that I am physically fit and have no medical condition that would prevent me from safely using the Facility. I agree that it is my responsibility to consult with a physician prior to beginning any exercise program or using any exercise equipment.

**3. Facility Use and Conduct**

I agree to follow all posted rules, regulations, and instructions provided by Nox Group and its representatives regarding the proper use of the Facility and its equipment. I understand that misuse or inappropriate conduct may result in suspension or revocation of my privileges to use the Facility.

**4. Release of Liability and Hold Harmless Agreement**

In consideration of being permitted to use the Facility, I, for myself, my heirs, executors, administrators, and assigns, hereby release, discharge, and hold harmless Nox Group, its officers, directors, employees, agents, and affiliates from any and all liability, claims, demands, or causes of action arising out of or related to any loss, damage, or injury, including death, that may be sustained by me while using the Facility, whether caused by the negligence of Nox Group or otherwise.

**5. Personal Property**

I understand and agree that Nox Group is not responsible for the security of personal property brought into the Facility and that I am solely responsible for my own belongings.

**6. Consent to Emergency Medical Treatment**

In the event of an emergency, I authorize Nox Group and its personnel to secure appropriate medical treatment, including transportation to a hospital, and I agree to be responsible for any associated costs.

**7. Acknowledgment and Agreement**

I have read this waiver and release of liability carefully and fully understand its contents. I understand that by signing this document, I am giving up certain legal rights, including the right to sue Nox Group. I agree to abide by all rules and policies set forth for the use of the onsite fitness area.