

PSEG/CHAMP Health & Fitness Center GENERAL RELEASE AND PARTICIPATION WAIVER

Participant Name

Home Address

City/State

Zip

Participant has decided to use the CHAMP Fitness Center located on the premises of PSEG Nuclear LLC or at the PSEG Corporate Headquarters in Newark. Participant acknowledges that Participant is using the Center on the Participant's own, non-work time at a cost that is substantially below the prevailing market cost for use of a fitness center. In consideration therefore, Participant hereby agrees to release PSEG and its affiliated or related companies, divisions or entities, and their officers, directors, shareholders, agents, employees, successors and assigns ("PSEG"), and the operator of the Center, MediFit Corporate Services, Inc. and its affiliated or related companies, divisions or entities, and their officers, directors, shareholders, agents, employees, successors and assigns ("Operator"), or any subsequent operator selected by PSEG to run the Center, from any and all liability connected with the Participant's use of the Center, INCLUDING LIABILITY RESULTING FROM THE NEGLIGENCE OF PSEG AND/OR THE OPERATOR, as follows:

Participant, Participant's representatives, Personal Representatives, heirs, successors and assigns do hereby completely release and forever discharge PSEG and Operator from any and all claims, rights, demands, actions, obligations, liabilities and causes of action of any kind, nature and character whatsoever, known or unknown, including claims for attorney's fees, AND FURTHER INCLUDING WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF PSEG AND/OR THE OPERATOR, which Participant may now or ever may have against PSEG or Operator arising from or in any way connected with the Participant's presence in or use of the Center.

Participant hereby covenants and agrees that to the extent permitted by law (A) Participant will not file or cause to be filed any claim, charge, complaint, demand, action or cause of action against either PSEG or Operator in any court of law or before any administrative agency, federal, state, or local, INCLUDING WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF PSEG AND/OR THE OPERATOR; and, (B) Participant will not initiate or cause to be initiated against PSEG or Operator any suit, action, investigation or proceeding of any kind, or participate in the same, individually or as a representative or member of a class, based upon any contract (express or implied), law, regulation, federal, state or local, relating in any manner whatsoever to the Center.

THIS IS A FULL AND GENERAL RELEASE APPLYING NOT ONLY TO ALL SUCH CLAIMS, RIGHTS, DEMANDS, ACTIONS, AND OBLIGATIONS THAT ARE PRESENTLY KNOWN, ANTICIPATED AND DISCLOSED TO PARTICIPANT, BUT ALSO TO ALL SUCH CLAIMS, RIGHTS, DEMANDS, ACTIONS, AND OBLIGATIONS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNDISCLOSED TO PARTICIPANT, INCLUDING WITHOUT LIMITATION CLAIMS RESULTING FROM THE NEGLIGENCE OF PSEG AND/OR OPERATOR.

READ BEFORE SIGNING:

Participant represents that Participant has read this PSEG/CHAMP HEALTH AND FITNESS CENTER GENERAL RELEASE AND WAIVER, that Participant is fully aware of its contents and legal effect, that Participant is executing this GENERAL RELEASE AND WAIVER freely, without coercion, based on Participant's own judgment and not in reliance upon representations or promises other than those expressly contained in this GENERAL RELEASE AND WAIVER. Participant further understands that during certain times, the fitness center will not be staffed, and this waiver will apply fully and equally whether the Center is staffed or not staffed.

Participant further agrees that he/she will only use the Fitness Center during non-work hours.

This GENERAL RELEASE AND WAIVER is contractual and not a mere recital. This GENERAL RELEASE AND WAIVER shall be construed and be governed by the laws of the State of New Jersey.

Participant Signature

Date

Acknowledged by MediFit Health and Fitness Center Staff

Date