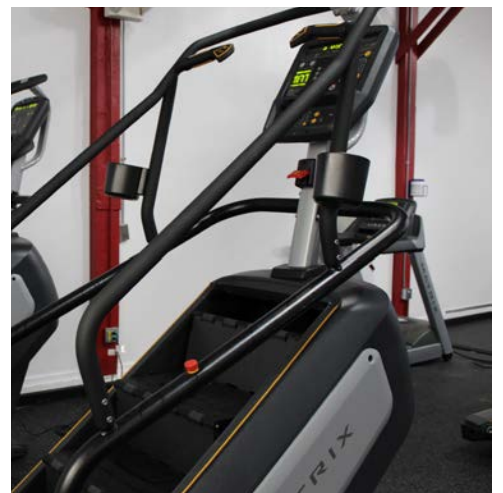


ATSGYMF

EMPLOYEE FITNESS CENTER



FITNESS CENTER

THANK YOU FOR YOUR INTEREST IN THE ATSG EMPLOYEE FITNESS CENTER!

EQUIPMENT

12 **CARDIO MACHINES**

- 2 Step Mills
- 3 Ellipticals
- 3 Treadmills
- 2 Rowers
- 1 Recumbent Cycle
- 1 Upright Cycle

11 **STRENGTH TRAINING MACHINES**

- Functional Training with 300 lb. Stack
- 5-Stack Multi-Station
- Chin & Dip Assist
- Leg Extension
- Seated Leg Curl
- Leg Press
- Hip Abductor/Adductor
- Converging Chest Press, Seated
- Diverging Seated Row
- Converging Shoulder Press
- Seated Multi-Press

5-50 **LBS. OF WEIGHT TRAINING**

- 5-50 lb. Dumbbells
- 45-Degree Back Extension
- Vertical Knee Raise with Chin Up
- Multi Adjustable Bench

COST

\$5 **PER PAY PERIOD**

This low cost membership fee helps us offset the cost of the Fitness Center, enabling us to offer premium equipment. Fees are paid through convenient payroll deduction.

ACCESS

24/7 **ACCESS**

Our Fitness Center is open 24/7 and is accessible via PROX card. There is plenty of parking with access outside the security fence.

AMENITIES

6 **LARGE SCREEN TELEVISIONS**

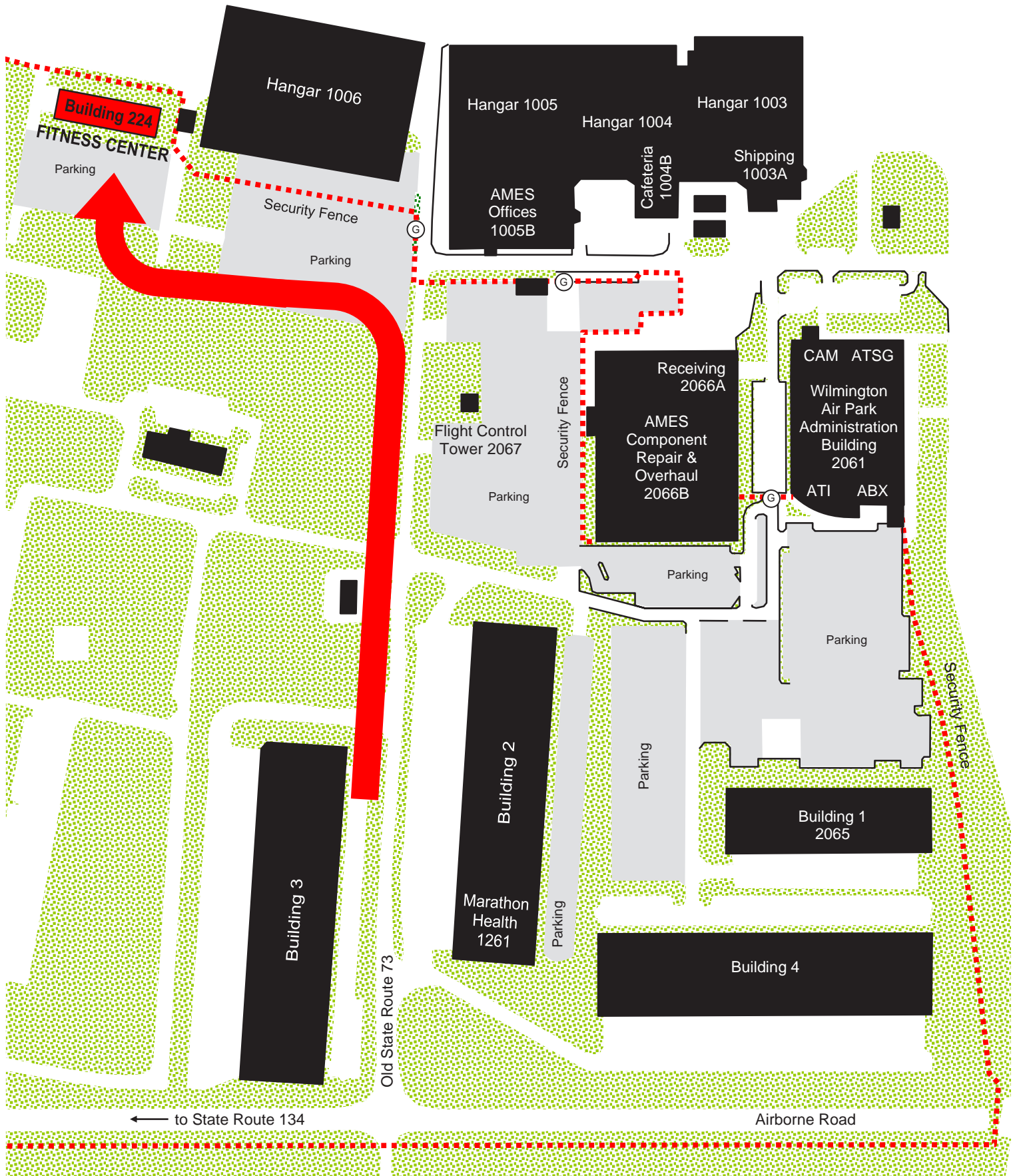
1 **CLASSROOM**

2 **FULLY EQUIPPED LOCKER ROOMS**

Men's & Women's locker rooms, equipped with lockers, showers, and towel service.

LOCATION

THE FITNESS CENTER IS LOCATED IN BUILDING 224.



HOW TO SIGN UP

RULES

Please read over the rules on how we expect members to conduct themselves when using the Fitness Center.

WAIVER & RELEASE OF LIABILITY

Similar to any waiver you would sign at a traditional gym, ATSG requires all members to sign the release included in this packet prior to extending membership to the Fitness Center.

WAIVER OF WORKER'S COMPENSATION BENEFITS

Because working out isn't part of anyone's job description, ATSG requires all members to waive claims related to worker's compensation stemming from use of the Fitness Center.

PAYROLL DEDUCTION & PROXY CARD REQUEST

By filling out the payroll deduction authorization form, you are giving ATSG permission to deduct \$5 per pay period. When you sign up, you can expect to see the payroll deduction within one or two pay periods, but you will be able to access the Fitness Center as soon as you receive confirmation that your PROX Card has been activated.

You can cancel your membership at any time by submitting a membership cancellation request. Depending on when you cancel relative to payday, you will no longer see the payroll deduction within one or two pay periods.

The Fitness Center is expected to be accessible to its members 24/7. Because the facility will be unsupervised, members will need a card to access the facility. If you already have one with your company ID, you can use your existing card; if you don't already have one, we'll issue you one.

WHAT SHOULD YOU DO WITH THESE FORMS?

Once you have reviewed and signed the Waiver and Release of Liability, the Waiver of Worker's Compensation Benefits and the Payroll Deduction Authorization and Proxy Card Request, **please turn them in to Holly Ibaugh**, Executive Assistant at ATSG, (i) by email at holly.ibaugh@atsginc.com; (ii) by internal mail to her attention in building 2061-F; or (iii) in person by dropping them off in the basket on her desk on the second floor of the Administration building.

RULES

- Respect for equipment, facilities and other members must be demonstrated at all times.**
- Membership is limited to active employees of ATSG and its subsidiaries.**
- Members may not permit others to use their PROX Card to gain access to the Fitness Center.**
- Do not leave book bags, fanny packs, jackets, etc. on the floor.**
- Work boots, marking soles or open-toed shoes are not permitted.**
- Shirts must be worn at all times and fully cover your back, chest, sides, and abdomen.**
- No tobacco, drugs, or illegal substances of any kind are allowed in the facility.**
- No food, drinks, or chewing gum are permitted. The sole exception is bottled water in an unbreakable container.**
- Televisions are to remain on the station posted with the volume off.**
- Portable stereos and electronic devices may be used with headphones only.**
- Time is limited to 30 minutes on all cardiovascular equipment when someone is waiting.**
- Machines must be wiped down after use.**
- Lockers are available for daily use, and it is recommended valuables be locked in lockers while using the Fitness Center. All locks are to be removed each day. Locks that are left on lockers at the end of each day are subject to removal.**
- You must be a full-time employee of an ATSG company and at least 18 years of age.**
- Report any broken or damaged equipment to Jason Shope (jason.shope@atsginc.com).**

WAIVER AND RELEASE OF LIABILITY

Employee Name	Employee Number	Company

I agree to comply with all rules imposed by Air Transport Services Group, Inc. (the "Company") regarding the use of its employee fitness center and exercise equipment (collectively, the "Fitness Center"). I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I agree to be solely responsible for my own safety and well-being. The Company has advised me to consult a physician before I undertake any physical exercise program. To the best of my knowledge, I am in good health and sufficient physical condition to participate in physical exercise at the Fitness Center. I understand that the Company does not provide supervision, instruction, or assistance for the use of the Fitness Center. I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

By the execution of this agreement, I accept and assume full responsibility for any and all illnesses, injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge the Company, its insurers, employees, officers, directors, and associates, 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, resulting from or arising out my use of the Fitness Center.

I expressly agree to indemnify and hold the Company harmless against any and all claims, demands, damages, rights of action or causes of action, of any person or entity, that may arise from illnesses, injuries or damages sustained by me resulting from or arising out my use of the Fitness Center.

I understand and agree that the Company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises of the Fitness Center.

I understand and agree that my use of the Fitness Center is only to be undertaken on my own personal time, and that my use of the Fitness Center is not within the course or scope of my employment.

In the event that I am physically injured or otherwise require emergency care, I give permission to the Company or any of its agents to secure from any licensed hospital, physician, or medical personnel any treatment considered necessary for my immediate care. I agree to be responsible for payment of any and all medical services rendered.

The Company has the right to assign this Waiver and Release of Liability Form and may amend the Fitness Center's hours of operation, rules or fees or close or relocate the Fitness Center at any time subject to the provisions of applicable law. In the event any provision of this Waiver and Release of Liability Form is found to be legally invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect. This Waiver and Release of Liability is binding upon me as well as my heirs, children, personal representatives, or anyone else entitled to act on my behalf.

Employee Signature

Date

PAYROLL DEDUCTION AUTHORIZATION AND PROX CARD REQUEST FORM

Employee Name	Employee Number	Company

I **acknowledge** that I am at least 18 years of age and a full-time employee of an ATSG company.

PLEASE CHECK THE BOX THAT APPLIES TO YOU:

I **already have a PROX card**. Please add Fitness Center access to my PROX Card. The Fitness Center will be added to your current PROX Card within a few days. No new card will be administered to me.

PROX Card # (please list all numbers on card)

I **do not have a PROX card**. Please issue a new card to me.

Email Address (You will receive an email notification when your existing PROX card has been activated or when your new PROX card is ready.)

PAYROLL DEDUCTION AUTHORIZATION

By signing below, I hereby authorize my employer to deduct \$5.00 per pay period from my paycheck as a membership fee for the ATSG Employee Fitness Center. I understand my membership fee will not be prorated for partial pay periods.

PROX CARD REQUEST

By signing below, I hereby request a PROX Card to gain access to the ATSG Employee Fitness Center, a secure area that is not my assigned workstation. In the event my PROX card is stolen or lost, the cost for a replacement PROX card is \$5.

Location(s) requested: Building 224 - ATSG Employee Fitness Center

Employee Signature

Date



Waiver of Workers' Compensation Benefits for Recreational or Fitness Activities (C-159)

Claim number

Instructions

- Complete this form to waive workers' compensation coverage for voluntary participation in employer-sponsored recreational activities or fitness programs.
In the space provided, list all employer-sponsored recreational activities and fitness programs for which the employee wishes to waive workers' compensation coverage. Make a line through any blank spaces.
The employee must sign and date this form to acknowledge agreement.
The employer shall retain the original for his or her files and provide a copy to the employee.
The employer should submit a copy to BWC only when an employee files a claim for an injury or occupational disease sustained in the employer-sponsored recreational activity or fitness program. For further information, call 1-800-644-6292.

Table with 2 columns: Employee name (Please print or type.) and Date; Employer name Air Transport Services Group, Inc. and Policy number 20005352.

Pursuant to Section 4123.01(C)(3) of the Ohio Revised Code (ORC), the employer and employee shall list those employer-sponsored recreational activities and fitness programs for which the employee wishes to waive all rights to workers' compensation and benefits. The waiver must be signed and dated prior to the date of injury or, in an occupational disease claim, the date of disability. Should an employee sustain an injury or occupational disease in an employer-sponsored recreational activity or fitness program, which is not listed, the employee may be eligible for workers' compensation benefits.

Recreational activities/Fitness programs
Recreational Activities/Fitness Programs/Employee Fitness Center

I am voluntarily participating in the employer-sponsored recreational activities or fitness programs listed above. I waive my rights to workers' compensation benefits under Chapter 4123 of the ORC for any injury or disability that may occur while I participate in any of the above activities or programs. This waiver is valid for two years. This waiver does not apply to any workers' compensation claim filed for death benefits by my dependents.

Table with 2 columns: Employee signature and Date signed.