

# JUNIOR MEMBER PROGRAM WAIVER

## MINOR PARTICIPANT INFORMATION

This form must be completed by a parent or legal guardian of each child (individually and collectively, "Minor Participant") being enrolled in the selected activity operated by Life Time ("Program").

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Full Name of Minor Participant 1 (First, M.I., Last)	Nickname	Date of Birth	Grade	Gender
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Address, City, State, Zip Code

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Full Name of Minor Participant 2 (First, M.I., Last)	Nickname	Date of Birth	Grade	Gender
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Address, City, State, Zip Code (if different from Minor Participant 1's Address)

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Name of Parent of Legal Guardian No. 1	Daytime Telephone Number	Evening Telephone Number
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Address, City, State, Zip Code (if different from Minor Participant 1's Address)

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Name of Parent of Legal Guardian No. 2	Daytime Telephone Number	Evening Telephone Number
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Address, City, State, Zip Code (if different Legal Guardian 1's Address)

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Membership No. of Parent or Legal Guardian listed above (if applicable)

## ADMISSION OF MINOR PARTICIPANT

Life Time Fitness, Inc., its affiliates, subsidiaries, officers, directors, employees, independent contractors, representatives, volunteers, and successors or assigns, all of whom shall be collectively referred to and embraced herein as "Life Time," will allow only a parent, legal guardian or authorized adult to admit Minor Participant into the care of Life Time by signing Minor Participant into the care of Life Time. I will not leave the Minor Participant at the Program unless a Life Time staff member is there to receive and supervise Minor Participant at the child center. **I will remain on site within the Life Time center while the Participant is participating in this child center Program.** During the scheduled Program my child will be participating in structured activities outside the child center. **This Program will count toward the two-hour time limit each family is allotted per child per day in the child center.** Life Time will not at any time accept a sick child for care. In the event my child gets sick and needs to leave Life Time, I agree to pick up my child immediately.

## EMERGENCY CONTACTS AND WITHDRAWAL OF MINOR PARTICIPANT

I understand that the Minor Participant may only be signed out of the child center Program at the child center front desk by the same parent, legal guardian or other adult as authorized by Life Time Fitness' policies and procedures, as the one who checked the Participant in to the child center. All such individuals are responsible for compliance with Life Time's policies and procedures. **Life Time Fitness membership card or Government-issued picture identification will be required every time the Minor Participant is to be released from Life Time.**

A Life Time Department Manager or General Manager may withdraw Minor Participant from participating in the Programs as a final disciplinary option, or because of a Minor Participant's illness or injury. After removing Minor Participant for such a reason, Life Time will supervise Minor Participant until an authorized adult is able to sign such child out of Life Time's care.

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## SPECIAL NEEDS

Life Time will not apply or assist in the application of sunscreen or insect repellent to children in its care, with the exception of those with spray applicators, and then only to the extent allowed by law.

Please list below any special needs, allergies, food sensitivities, medical conditions, disabilities, specific actions that should be taken in the event of an emergency, or other information Life Time may need to make the Minor Participant's experience a positive one. [If none, please state NONE]:

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Minor Participant 1

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Minor Participant 2

## MEDICAL ATTENTION

I agree that in the event the Minor Participant is involved in an accident that requires medical attention, the undersigned will be responsible for making all decisions related to all medical and survival procedures for the Minor Participant, including but not limited to the decisions about medical care, the administration of drugs and the performance of any and all life sustaining procedures. The undersigned further agrees to make any and all arrangements for the Minor Participant's transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving the Minor Participant. In the event that parent(s) or emergency contacts are unavailable and it should become necessary, I authorize Life Time to make decisions regarding any and all medical and survival procedures for the Minor Participant. The undersigned agrees that Life Time, its staff members, volunteers and chaperones will not be held liable for any accident or losses, however caused.

## POLICIES, RULES AND REGULATIONS

I understand and will comply with all rules and regulations in the Program, which are subject to change at any time in Life Time's discretion. I hereby agree that I, as well as the Minor Participant, will comply with all policies, rules and regulations established for the Program. Life Time accepts registration on a space-available basis so early registration is recommended. Life Time reserves the right to cancel Programs. Life Time reserves the right to remove the Minor Participant from the Program and not allow the Minor Participant to register for any additional Kid's Activities Programs. Life Time may remove any child for conduct that is deemed detrimental to the Program or Life Time, including, but not limited to showing respect for others, treating equipment properly and obeying Life Time staff members. If Life Time has reason to suspect that a child is abused or neglected, Life Time may be required to report the matter immediately to the local department of the county or city where the child resides or where the abuse or neglect is believed to have occurred.

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION

In consideration of the participation in the Program(s) above, which includes Use of Life Time Premises or Participation in Off-Premises Activities as defined below, by my Minor Participant, I hereby agree to all of the terms and conditions in this Kid's Camp Registration, including specifically the **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, and INDEMNIFICATION** provisions.

**1. ASSUMPTION OF RISK.** I understand that there are inherent **risks of injury in the use of Life Time's premises while participating in Life Time's Program(s)**, including but not limited to its indoor and outdoor pools, waterslides, locker rooms, climbing cavern, racquet courts, group fitness and yoga studios, fitness floor, gymnasium, child center, café, lobby, entryways, sidewalks, and parking lots ("Use of Life Time Premises"). I also understand that there are risks of injury in participation in the Program(s) that take place outside or off Life Time's premises, including but not limited to field trips ("Participation in Off-Premises Activities") (**collectively, "Risks"**).

I understand that such Risks include but are not limited to **slip and falls, trips, collisions, overexertion, loss or theft of property (including from lockers), equipment failure or malfunction, drowning, or other accidents or incidents that may result in harm, loss, disability, death or other injury or damage** to my Minor Participant. I understand that such injuries may include, but are not limited to, minor or major personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages, including but not limited to scrapes, bruises, sprains, torn or damaged muscles or ligaments, broken bones, burns, respiratory or auditory problems, concussion, strokes, heart attacks or stress, lost wages, lost earning capacity, lost or stolen property, pain and suffering, disfigurement, paralysis, brain damage, or death ("**Injury" or "Injuries"**).

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I understand that such **Injuries may be caused, in whole or in part, by the negligence of Life Time (which includes its subsidiaries and employees)**, me, my Minor Participant, other participants in the Program, and/or other members or guests.

**I fully understand and appreciate, knowingly and voluntarily accept, specifically assume responsibility for, and freely choose to allow my Minor Participant to participate in the Program(s) which include the Use of Life Time Premises or Participation in Off-Premises Activities in spite of, the Risks of Injury set forth above.**

- 2. WAIVER AND RELEASE OF LIABILITY.** On behalf of myself and my spouse/partner, children/Minor Participants, parents, guardians, heirs, next of kin, personal representatives, assigns and estate, I hereby voluntarily and forever **release and discharge Life Time from, covenant and agree not to sue Life Time** for, and **waive** any and all present and future claims, demands, actions, causes of action, damages, losses or any other alleged liabilities or obligations, whether known or unknown ("Claims"), **for any Injuries** (which includes personal injuries and property damage) to me or my Minor Participant sustained in the Use of Life Time Premises or Participation in Off-Premises Activities **which arise out of, result from or are caused by, the negligence of Life Time ("Waived Claims")**.
- 3. INDEMNIFICATION AND LEGAL DEFENSE.** I agree to **defend, indemnify, protect and hold and save harmless Life Time against any and all Waived Claims**, including but not limited to those arising out of, resulting from or caused even in part by Life Time's negligence, as well as any other Claims arising out of, resulting from, or caused by the Use of Life Time Premises or Participation in Off-Premises Activities, **by me or my Minor Participant**.

## RELEASE OF IMAGE AND LIKENESS

The undersigned hereby irrevocably consents to and grants Life Time the exclusive and unlimited right to use and reproduce any and all photographs, slides, moving pictures, audio and visual recordings or testimonial accounts taken by Life Time that contain my Minor Participant's name, image, voice, likeness or account, for any lawful purpose whatsoever and using any means available including but not limited to any of Life Time' records, corporate public relations or marketing communication material, videos or online material, social media campaigns, either with or without the Participant's name or photo accompanying such quotation. I waive the right to inspect, approve or edit any such use or reproduction, and Life Time may make any and all changes, modifications, rearrangements, additions or deletions in its use reproductions without any approval.

**I hereby certify that I have read, understand, and agree to all of the terms and conditions contained in this Agreement.**

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Signature of Parent or Legal Guardian of the Minor Participant

Date