



MINOR WAIVER, ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Name of Minor Participant ("Minor") (print)

Minor's Address

In consideration of the above Minor being allowed to participate in any way, enter upon, use/or engage in activities, programs, and related events and activities ("Activities") at Healthtrax Fitness & Wellness at _____ (Center location) ("Healthtrax" includes Healthtrax Fitness & Wellness, Inc., any Center locations and business entities, their respective parents, affiliates, administrators, directors, agents, invitees, employees, predecessors, successors and assigns), the undersigned, for himself or herself and on behalf of the Minor (collectively referred to herein as the "undersigned"):

(1) Represents that the Minor is in good health and is able to undertake and engage in the Activities in which he or she chooses to participate; (2) Acknowledges and fully understands that participation in the ACTIVITIES INVOLVES RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, and that severe physical, social and economic losses or damages might result not only from the Minor's own actions, inactions, or negligence, but the action, inaction, or negligence of others, the rules of play, or the condition of the premises or of any equipment used, as well as other risks not known to Healthtrax or not reasonably foreseen at this time; (3) ASSUMES ALL OF THE RISK ASSOCIATED WITH THE MINOR'S PARTICIPATION IN THE ACTIVITIES, including but not limited to risk of personal injury or death, damage to property, and injury to third parties; (4) RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE AND AGREES TO INDEMNIFY AND HOLD HARMLESS, Healthtrax, lessors, land and and/or premises owners, or other participants, all of which are hereafter referred to as "Releasees" from and for all liability, claims, demands, losses or damages on his, her and/or the Minor's account for any loss, injury or damage relating to the Minor's participation in the Activities. To the extent not prohibited by applicable state law, this waiver, assumption of risk and release shall also apply to DEATH, INJURY OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, including negligent rescue operations; (5) Understands and agrees that the foregoing waiver, assumption of risk and release is intended to be as broad and inclusive as permitted by state law in the state in which the Healthtrax center is located and that if any portion thereof is held invalid, it is agreed that the balance of this waiver shall continue in full force and effect.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, I, THE UNDERSIGNED, FOR MYSELF AND ON BEHALF OF THE MINOR, HAVE READ THE ABOVE WAIVER, ASSUMPTION OF RISK AND RELEASE, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HEREBY SIGN IT KNOWINGLY AND VOLUNTARILY. I represent that I am signing this instrument in my capacity as duly authorized parent/legal guardian of the Minor and in my capacity as the legal representative of the Minor. I understand that this waiver, assumption of risk and release will be binding on me, my spouse, and my and the Minor's heirs, next of kin, assigns, legal successors, and personal representatives.

Name of Parent or Legal Guardian (print)

Relationship to Minor

Parent or Legal Guardian's Address

Parent or Legal Guardian's Email Address

Parent or Legal Guardian's Home Phone

Parent or Legal Guardian's Cell Phone

Signature of Parent or Legal Guardian

Date