



# SPONSORING MEMBER PERMISSION AGREEMENT

(Each child brought to Life Time by a Sponsoring Member must have a separate, signed agreement)

Please acknowledge the below:

Sponsoring Member is 18 years or older and is bringing another person's minor child(ren) into Life Time

Sponsoring Members must stay on-site and may not check another person's child in or out of the Child Center or Kids Academy

Non-member minor guest admittance may be restricted based on seasonal Guest Hours and a Guest Fee may apply

**REQUEST FOR ADMISSION OF CHILDREN:** I hereby request that Life Time admit onto its premises under the supervision of the undersigned each of the following minor child ("Child" or "Children") of the undersigned Parent or Legal Guardian:

For the timeframe of \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

(Agreement is valid for up to 90 days from current date, and guest fee may apply to current and future visits)

For a one-time visit on \_\_\_\_/\_\_\_\_/\_\_\_\_

CHILD'S FULL NAME

DOB

PARENT/GUARDIAN PHONE

**ASSUMPTION OF RISK.** I understand that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in the use of Life Time's premises, facilities, equipment, services, activities or products.

**Use of Premises and Services.** I understand that use of Life Time's premises, facilities, equipment, services, activities or products ("Use of Life Time Premises and Services") can include but is not limited to (1) use of indoor and outdoor pools, waterslides, sauna, locker rooms, rock climbing structures, racquet courts, studios, fitness floors, fitness equipment, gymnasiums, child centers, kid's play areas, spa and salon, medi-spa, clinic or lab space, café, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; group fitness classes (including yoga); child center services; kid's programs; spa and salon, medi-spa, or chiropractic services; and weight loss or nutritional programs; (3) use of services and participation in activities off Life Time premises, including but not limited to running, cycling, mountain biking, personal training, group fitness, athletic events, educational programs, wellness programs, travel programs, and field trips; and (4) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed or operated by Life Time on or off its premises.

**Risks.** I understand that the dangers, hazards, and risks of injury or damage in the Use of Life Time Premises and Services ("Risks") may include but are not limited to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and falls from rock climbing structures or fitness equipment; (2) drowning; (3) equipment failure, malfunction or misuse; (4) property or information theft, loss, misuse or damage, including from lockers, vehicles, equipment, files or systems; and (5) other accidents or incidents that may result in injury or damage to me, Minor Member(s), Other Member(s), or Guest(s).

**Injuries.** I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, Minor Member(s), Other Member(s) or Guest(s), including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

I understand that Risks and Injuries in the Use of Life Time Premises and Services (collectively, "Risks of Injury") may be caused, in whole or in part, by the NEGLIGENCE OF LIFE TIME, me, Minor Member(s), Other Member(s), Guest(s) and/or other persons. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

**WAIVER OF LIABILITY.** On behalf of myself and my spouse/partner, children/Minor Members, Other Members, Guests, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge Life Time from, covenant and agree not to sue Life Time for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, Minor Member(s), Other Member(s), or Guest(s) in the Use of Life Time Premises and Services which arise out of, result from, or are caused by any NEGLIGENCE OF LIFE TIME, me, any Minor Member(s), any Other Member(s), any Guest(s), and/or any other person and, if in Canada, any breach by Life Time of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims").

**Negligence Claims.** I understand that Negligence Claims include but are not limited to Life Time's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of the Use of Life Time Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s).

**Life Time's Fees and Costs.** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time ("Life Time's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

**DEFENSE AND INDEMNIFICATION.** On behalf of myself and my spouse/partner, children/Minor Member(s), Other Member(s), Guest(s), parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I agree to defend, indemnify and hold Life Time harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Life Time by any other person (including but not limited to any Other Member, any Guest, any other Life Time member or guest, any family member who is not a Life Time member, or any other person or entity) arising out of, resulting from, or caused by the Use of Life Time Premises and Services by me, Minor Member(s), Other Member(s), or Guest(s). My agreement to defend Life Time means that I will pay all of Life Time's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold Life Time harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by Life Time to resolve the Claim.

By signing this Agreement, I certify that I have the right and authority to make decisions concerning the care, custody and control of the Child above and have thoroughly read, fully understand, and voluntarily accept and agree to its terms.

Print Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Member ID (if applicable)

Print Name of Sponsoring Member

Signature of Sponsoring Member

Date

Member ID

Life Time Team Member (Print Name)

Date Agreement Presented

Original - To Life Time File

Photocopy - To Sponsoring Member

July 2018