

MINOR PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

The undersigned hereby certifies that I am the legal parent/guardian of _____, a minor participant (hereinafter the "PARTICIPANT") in ClubSport, Renaissance ClubSport, or The Studio (hereinafter the "CLUB"). In consideration of being permitted to enter the CLUB's premises and being granted access to the CLUB's facilities, amenities, services, and being permitted to participate in any of the activities at the CLUB, the undersigned:

1. Agrees that he/she will instruct the minor PARTICIPANT that he or she must adhere to the CLUB's Rules of Conduct (as published, but not limited to, its Member Handbook, Membership Agreement and posted signage) at all times when participating in any CLUB activity.
2. Agrees that any damages caused by the PARTICIPANT will be paid by the undersigned to the owner(s) of the damaged item(s).
3. Represents that the PARTICIPANT has medical coverage and has been released to participate in the activities conducted at the CLUB by his/her personal physician and understands that in the event of a medical emergency, the undersigned or the listed emergency contact person will be notified immediately, and if neither are available for consultation, grants permission to the CLUB to obtain medical treatment as deemed necessary.
4. Hereby releases, waives and discharges the CLUB, including its officers, agents, employees, managers, independent contractors, parent organizations, subsidiaries, affiliates and personnel ("Releasees") from, and agrees and covenants not to sue Releasees for, any claim, liability, or demand of any kind or on account of any personal injury, temporary or permanent disability, death, property damage, or other damages to PARTICIPANT or the undersigned, whether caused by the negligence of Releasees or otherwise, resulting from or in any way associated with the PARTICIPANT or undersigned's entry on the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not. Further, the undersigned agrees and covenants to indemnify Releasees for, and hold Releasees harmless, from any such claims, liabilities or demands.
5. HEREBY VOLUNTARILY ASSUMES ALL RISKS of personal injury, including temporary or permanent disability or death, property damage, economic losses, and/or other damages to PARTICIPANT and/or undersigned resulting from or in any way associated with the PARTICIPANT or undersigned's entry on the CLUB's premises or use of the CLUB's facilities, amenities, services, or participation in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not.
6. Acknowledges and agrees that this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is intended to be, and is, a complete release of any responsibility of Releasees for personal injuries and/or temporary or permanent disability or death and/or property loss/damage sustained by the PARTICIPANT or undersigned while on the CLUB's premises or while using the CLUB's facilities, amenities, services or while participating in any of the activities at the CLUB whether using exercise equipment or not, whether exercising or not, or whether on the premises or not; and undersigned further acknowledges and agrees that it is specifically intended to and does include release, waiver, assumption of risk and indemnity as to premises liability claims such as (by example, not limitation) slip and falls and/or trip and falls at the CLUB.
7. Hereby grants the CLUB, and those acting on behalf of the CLUB with authority and permission, the irrevocable and unrestricted right and permission to use, re-use, publish, and re-publish photographic portraits or pictures of PARTICIPANT or in which PARTICIPANT may be included, in whole or in part, or composite or distorted in character or form without restrictions as to changes or alterations in conjunction with PARTICIPANT'S own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at his/her studios or elsewhere and in any and all media now or hereafter known for illustration, promotion, art editorial advertising trade or any other purpose whatsoever. PARTICIPANT'S parent/guardian also consents to the use of any printed matter in conjunction therewith. Participant's parent/guardian waives any right to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied.

The undersigned confirms that he/she has read and understands this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and acknowledges and agrees to its terms, and signs it freely and voluntarily.

Signature of Participant if over 12 _____ Date _____

Signature of Participant's Parent or Guardian _____ Date _____

Parent/Guardian Name _____ Are you a member? Yes No

Home Number _____ Work Number _____

Emergency Contact _____ Phone Number _____

Participant's Name _____ Age _____

Allergies, or any other health conditions, if any _____

