

CLIMBING ACTIVITIES AGREEMENT

LIFETIME

THE HEALTHY WAY OF LIFE COMPANY™

This Agreement affects your legal rights. Please read it carefully before signing.

Participant #1 Name

Participant #1 DOB

Participant #2 Name

Participant #2 DOB

Participant #3 Name

Participant #3 DOB

Address

City

State

Zip Code

Emergency Contact Name

Emergency Contact Phone Number

In consideration of the use by me or my minor child or ward ("Minor Child") of the climbing cavern, walls, structures, equipment, facilities and/or activities ("Climbing Activities") of Life Time Fitness, Inc., its subsidiaries, affiliates, owners, officers, directors, employees, agents or volunteers (collectively, "Life Time"), I agree to the following terms and conditions:

- ASSUMPTION OF RISK.** I understand that Climbing Activities involve inherent **dangers, hazards and risks** ("Risks") that may result in **major or minor harm, disability, damage, loss, death or other injury** ("Injuries") to me, my minor child, other members on my membership, or my guests ("Participants"). I understand that these Risks include but are not limited to Injuries from **falls, slips, trips, collisions, or loss of footing or balance**; equipment failure, malfunction, misuse or improper set up or use; property theft, loss or damage; or other accidents or incidents.

I understand that Risks and Injuries in the Climbing Activities (collectively, "Risks of Injury") **may be caused, in whole or in part, by the NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area such as members, guests or contractors; or third parties such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities. **I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**
- WAIVER OF LIABILITY.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), 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 or my Minor Child in the Climbing Activities which arise out of, result from, or are caused by any NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area, such as members, guests or contractors; or third parties, such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities 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 Climbing Activities (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 misrepresentations or misstatements by employees; 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, my Minor Child, spouse/partner, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), **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 Life Time member, guest or contractor; any of my family members who is not a Life Time member; or any other third party) arising out of, resulting from, or caused by the use of Climbing Activities by me or my Minor Child. 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.
- PARENT OR GUARDIAN AGREEMENT.** If I am the **parent or legal guardian of a Minor Child**, I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of my Minor Child, including but not limited to the right and authority to execute this Agreement on the Minor Child's behalf. By signing this Agreement, I am binding each of my Minor Member(s) to its terms, including but not limited to the **ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION** provisions.
- AGREEMENT APPLIES AFTER DEATH OR DISABILITY.** In the event of the death or disability of me or my Minor Child, I agree that all terms and conditions (including specifically the **ASSUMPTION OF RISK, WAIVER OF LIABILITY and DEFENSE AND INDEMNIFICATION** provisions) will be binding on my estate, heirs, next of kin, assigns, personal representatives, executors, administrators and/or guardians, all of whom are obligated to respect and enforce my agreements herein.
- AGREEMENT TO FOLLOW CLIMBING RULES.** I agree to follow at all times all written, posted and spoken rules, requirements, policies, procedures, guidelines, instructions and directions applicable to the Climbing Activities ("Climbing Rules"). I agree to review the Climbing Rules at www.lifetimefitness.com or obtain them from Life Time staff. Life Time reserves the right, in their sole discretion, to change, modify,

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or otherwise alter their Climbing Rules at any time. Modifications to written Climbing Rules will become effective immediately upon web or club posting. If I violate the Climbing Rules, Life Time may terminate my climbing or bouldering privileges and/or my membership. I understand that I may not enter, climb or boulder in the climbing cavern unless an approved Life Time Fitness team member is present. Life Time's Climbing Rules also provide, in part, as follows:

- i. **Age and Weight Limits.** All climbers must be at least five (5) years old to enter the climbing cavern. No climber under the age of twelve (12) may top-rope belay or lead belay or lead climb.
 - ii. **Minor Child Supervision.** A parent or legal guardian must directly and actively supervise all minor children at all times unless enrolled in a Life Time-supervised program. Direct and active supervision means that the parent or guardian visually observes and physically attends to the minor child at all times while in the climbing area, including performing the pre-climbing equipment double checks below.
 - iii. **Climber Orientation/Certifications.** All climbers new to Life Time must receive from a Life Time team member an initial climbing area orientation, including an automatic belayer ("auto belay") orientation. Those who wish to manually belay must pass a certification test/check-out with a Life Time team member, demonstrating safety and competence in top-rope belaying or lead belaying/climbing. If such skills are learned in a Life Time class, the climber must wait at least 24 hours before taking the certification test/check out.
 - iv. **Climbing.** Before climbing, the climber and belayer must double check each other's equipment, including but not limited to harnesses, clips or karabiners, knots, brakes, anchors and ropes. Both must exchange confirmation that the other's equipment is properly prepared and functional. Climbers may climb only on designated routes, may not cross routes, may not hang on ropes, and may not touch or climb on video cameras, belay equipment, lead route anchors (except for anchoring during lead climbing) or other non-climbing equipment. The belayer must pay attention to the climber at all times, keeping in a constant line of sight. Self-belaying is not permitted (e.g., with a Gri-Gri). Lessons in progress have priority on routes. While bouldering, climbers must have at least one spotter at all times and may not boulder above the shoulder height of whomever is shorter—the climber or the spotter.
7. **SEVERABILITY, INTEGRATION.** I agree that if any provision of this Agreement is found to be invalid or unenforceable the remainder will continue in full force and effect. I agree that any invalid or unenforceable provision of this Agreement will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement, which is to establish the broadest assumption of risk, release of liability, and indemnification and defense agreements enforceable under the law. No oral representations, statements or other inducements to sign this Agreement have been made apart from the terms and conditions contained herein.
8. **CERTIFICATION.** I certify that I or my Minor Child is physically and mentally capable to safely and competently participate in Climbing Activities, and that I am fully responsible for the safety and functionality of any personal equipment I use during Climbing Activities. I am at least eighteen (18) years old. I have read this Agreement thoroughly before signing it, fully understand its contents and legal effect, and knowingly, voluntarily and willingly choose to participate (or permit my minor's participation) in Climbing Activities subject to its terms and conditions.

Participant #1 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian

Participant #2 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian

Participant #3 Signature (if Participant is 18 or older)

Date

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian

myEVENT IN-CLUB REGISTRATION FORM

REGISTRATION DATE: _____

REGISTRATION EVENT NAME: _____

MEMBER NON MEMBER

PARTICIPANT INFORMATION

Participant 1:		Participant 2:	
NAME	DOB	NAME	DOB
ADDRESS		CITY	ZIP
PHONE		EMAIL	

If Participant(s) is under 18 years of age, complete the following:

EMERGENCY CONTACT 1	PHONE
EMERGENCY CONTACT 2	PHONE

WAIVERS

USE OF IMAGE AND LIKENESS RELEASE

I understand that LIFE TIME, and/or those authorized by LIFE TIME, may be taking photographs and making audio and video recordings of the Life Time 90 Day Weight Loss Challenge ("Challenge") and its related events. In consideration of participating in the Challenge, the receipt and sufficiency of which are hereby acknowledged, I hereby irrevocably consent to and grant LIFE TIME FITNESS, INC., a Minnesota corporation, its subsidiaries, affiliates and agents ("LIFE TIME"), the right to use and/or reproduce: (i) any and all photographs which I may provide to LIFE TIME or taken by LIFE TIME that contain my person, image or likeness, and (ii) any and all audio or video recordings which I may provide to LIFE TIME or recorded by LIFE TIME that contain my person, image, likeness, name or voice; for any lawful purpose whatsoever in connection with LIFE TIME and the Challenge. I represent and warrant that I have the proper rights in and to any photographs or audio or video recordings that I provide to LIFE TIME.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I further acknowledge that the terms of my General Terms Agreement and Member Usage Agreement apply to my participation in the Challenge, including but not limited to the Assumption of Risk and Waiver of Liability.

Participant Signature

IF PERSON IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, the undersigned parent or legal guardian of the participant hereby execute the foregoing for and on behalf of the participant and agree to bind myself, the participant and any heirs, next of kin, assigns or personal representatives to such terms. I represent that I have full legal authority to act for and on behalf of the participant, and I agree to indemnify and hold harmless LTF for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing.

Parent/Guardian Signature

PAYMENT INFORMATION:

In consideration for participating in the session class(es), I agree to and specifically authorize Life Time Fitness, Inc., its subsidiaries and affiliates or its agents on its behalf to automatically and without notice charge the non-refundable amounts described above plus any applicable taxes according to the payment frequency that I have selected. If the amount set forth in my selection above is to be collected by ClubTab, I certify that I am authorized to utilize the ClubTab payment method as part of my Life Time Fitness membership. If I fail to pay any fees within 30 days of them being due. I will be responsible for all collection costs including attorney or other collection fees. Except as otherwise stated herein, I remain subject to all the terms in conditions as set forth in my General Terms Agreement and Member Usage Agreement including but not limited to the Assumption of Risk, Release and Indemnity and Waiver of Liability provisions as well as any other document as relating to the session class(es).

Member Number(required)		Cardholder Name	
<input type="checkbox"/> Cash	<input type="checkbox"/> Check	<input type="checkbox"/> CC/Debit	<input type="checkbox"/> ClubTab*
Check/Credit Card Number	Type	Expiration	
Total Amount			
X Signature of Card Holder			

*Requires Signature

2017 SPA All-Night Party RSVP

One last permission slip in your long school career! Please read and sign, parent and senior. Return to the box outside Dean Delgado's office by **Friday, May 26th**.

Event: This is a lock-in style party organized by a volunteer parent committee in order to provide a fun and safe opportunity for class members to celebrate their graduation together.

Transportation: Students should be dropped off at the SPA Randolph Campus parking lot by 9:00 pm on Sunday, June 11th. Students need to be picked up Monday morning at 6:00 am at the parking lot of Circus Juventas on Montreal Avenue east of Edgcumbe Road as breakfast will be served in the Highland Park Pavilion. Please arrange transportation for your son or daughter to avoid sleepy drivers behind the wheel.

Early Release: If a graduate has a Monday responsibility that precludes staying all night, parents can arrange to pick-up the student at Lifetime Fitness by giving prior written notice (see below).

Conduct: By participating in the party, the undersigned student agrees to conduct him/herself in a manner which will assure the personal safety and good health of the participants. The use, possession, consumption, transfer, and/or being under the influence of alcohol or drugs are prohibited at this event. Parent chaperones will check all bags for contraband prior to departure from SPA and monitor all areas of the venue during event. NO water bottles or liquid containers/drinks will be allowed. Students will be provided a water bottle upon arrival at Lifetime Fitness. Contraband items will be confiscated. Parents will be required to come pick up any student found to be in violation.

Release and Indemnity: In consideration of the senior's participation in the party, the undersigned parent(s)/guardian(s) and the senior agree to release, indemnify, and hold harmless the members of the All-Night Party planning committee and St. Paul Academy and Summit School from any and all claims, damages, causes of action or liability, of whatever kind, arising out of the senior's participation in this party.

Signature of Student _____ date: _____

Signature of parent/guardian: _____ date: _____

Early Release: I wish to arrange for an early release of:

Student's name: _____ At time: _____

To be picked up by (parent/guardian): _____

The doors of the club will be locked. To gain entry call Christine Sand (612-810-8926) or Kate O'Toole 651-206-9826

PARTICIPATION WAIVER



Participant First Name

Participant Last Name

Address

Telephone Number

Email Address

Emergency Contact

Contact Telephone Number

I, the undersigned ("Participant"), in consideration for Life Time Fitness, Inc. ("LTF") allowing my participation in a Life Time Fitness group event or birthday party (the "Programs"), agree to the following:

WAIVER OF LIABILITY

Participant understands that although the facilities, equipment and services of LTF and the Programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and participation in the Programs may result in injury. Therefore, Participant agrees to specifically assume all risk of injury for Participant while Participant is using any of LTF's facilities, equipment, services or participating in the Programs and hereby waives any and all claims or actions that may arise against LTF or its owners, employees, contractors, volunteers as a result of such injury. These risks include, but are not limited to: (1) Injuries arising from Participant's use of any equipment in connection with the Programs, whether occurring inside or outside of LTF, (2) Injuries arising from Participant's transportation to and from a site that is a part of the Programs, (3) Injuries or medical disorders arising from Participant's participation in the Programs, whether occurring within or outside of LTF, and (4) Actions taken or decisions made by LTF, its staff members, volunteers or chaperones regarding medical or survival procedures for Participant.

ASSUMPTION OF RISK

Participation in the Programs naturally may involve the risk of injury, whether Participant or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk on behalf of Participant and agrees that LTF will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence or other acts of LTF or anyone else using the facilities or participating in Programs. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves Participant, the undersigned agrees to (i) defend LTF against such claims and pay LTF for all expenses relating to the claims, and (ii) indemnify LTF for all obligations resulting from such claims.

I have read the Waiver of Liability and Assumption of Risk thoroughly and understand the terms. My participation in the Programs and my execution of the Waiver of Liability and Assumption of Risk are both purely voluntary and I elect to do so in spite of the risks.

Signature of Participant

Date

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE THE FOLLOWING:

I, the undersigned parent or legal guardian of the Participant, hereby execute the foregoing Waiver of Liability and Assumption of Risk for and on behalf of Participant and agree to bind myself, Participant and any heirs, next of kin, assigns or personal representatives to the terms of the Waiver of Liability and Assumption of Risk. I represent that I have full legal authority to act for and on behalf of Participant, and I agree to indemnify and hold harmless LTF for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing Waiver of Liability and Assumption of Risk.

Signature of Parent or Legal Guardian

Print Name of Parent or Legal Guardian

Date