

WAIVER AGREEMENT

For good and valuable consideration (the receipt and adequacy of which is acknowledged by the undersigned), the undersigned hereby agrees as follows:

1. The undersigned is a parent or legal guardian of the following child(ren) (each a "Minor"):

Name: _____ Sex: <input type="checkbox"/> Male: <input type="checkbox"/> Female Date of Birth: _____      Age: _____	Name: _____ Sex: <input type="checkbox"/> Male: <input type="checkbox"/> Female Date of Birth: _____      Age: _____
Name: _____ Sex: <input type="checkbox"/> Male: <input type="checkbox"/> Female Date of Birth: _____      Age: _____	Name: _____ Sex: <input type="checkbox"/> Male: <input type="checkbox"/> Female Date of Birth: _____      Age: _____

2. The undersigned has requested that each Minor be permitted to exercise in and/or participate in, and/or use, the equipment, facilities, programs, personal training instruction, classes, activities, and/or other services or events provided by, or sponsored by, a health and fitness club owned or operated by a "USF Entity" (as defined below) (each such health and fitness club, a "Club"), in each case whether on or off a Club's premises (collectively, the "Club Facilities").

3. The undersigned, on behalf of the undersigned and each Minor, hereby acknowledges, agrees, represents, warrants, and covenants, for the benefit of each "USF Party" (as defined below), that (i) such Minor is voluntarily engaging in physical exercise, (ii) such Minor does not have any congenital, physical, or mental health problems, including, without limitation, any cardiovascular, neurological, or any other illness, disability, disease, or other condition, that will prevent such Minor from exercising in a Club and/or participating in, and/or using, any Club Facilities without injury to such Minor or impairment of such Minor's health, (iii) such Minor has consulted a licensed physician concerning an exercise program that will not subject such Minor to risk of injury or impairment of health and such Minor's physician has approved such Minor's contemplated participation in and/or use of Club Facilities, and (iv) no employee of any USF Entity has given such Minor any medical advice and such Minor is relying solely on the advice of such Minor's physicians regarding such Minor's ability to exercise or participate in, and/or use, any Club Facilities. If any Minor has any special exercise requirements or limitations, the undersigned shall disclose such requirements and limitations to the Club in writing (which must be signed by the undersigned and the General Manager of such Club) before such Minor participates in or uses, or when seeks help or advice regarding, any Club Facilities.

4. The undersigned, on behalf of the undersigned and each Minor, acknowledges and understands that if a Minor engages in physical activities and participation in and/or use of the Club Facilities, this involves an inherent risk of loss or injury to persons or property. The undersigned, on behalf of the undersigned and each Minor, further understands that this risk includes, without limitation, loss or injury arising from or relating to (i) such Minor's participation in and/or use of the Club Facilities (including locker rooms and spa, pool, shower, and other wet areas in a Club), whether supervised or unsupervised and whether on or off Club premises; (ii) any dietary recommendations by any Club staff, (iii) medical disorders resulting from such Minor's participation in and/or use of the Club Facilities including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, stroke, injury to bones, joints, or muscles, and complications or other consequences relating thereto; (iv) accidents (whether caused by such Minor or any other person), including, without limitation, slip and fall accidents in or around Club premises (including, without limitation, hallways, locker rooms, lobbies, pool and other wet areas, and parking areas), while participating in and/or using Club Facilities or traveling to/from the Club; and (v) theft or loss of personal property (including, without limitation, personal property kept in lockers). The undersigned, on behalf of the undersigned and each Minor, expressly agrees that (a) such Minor is participating in and/or using the Club Facilities at such Minor's sole risk and both such Minor and the undersigned have knowledge of the dangers involved, and (b) to the extent permitted under applicable law, the undersigned and such Minor, jointly and severally, assume all risk of damage, destruction, theft, or other loss and/or injury to persons or property (including, without limitation, the risks enumerated above) and full responsibility for such loss or injury whether due to participating in and/or using the Club Facilities, improper

supervision or instruction, or for any other reason whatsoever, including, without limitation, ordinary negligence on the part of any "USF Entity" (as defined below) or their respective principals, contractors, Affiliates, employees, equity holders, directors, officers, agents, representatives, guests, or invitees (each a "USF Party") (each such injury or loss, a "Loss"). The undersigned, on behalf of the undersigned and each Minor, acknowledges and understands that the undersigned and each Minor are cautioned against bringing valuables onto Club premises. "USF Entity" means US Fitness Holdings, LLC ("Holdings"), Sport & Health Holdings, LLC ("S&H"), or any of their respective "Affiliates" (as hereinafter defined) or subsidiaries. "Affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with Holdings or S&H, and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity.

5. To the extent permitted under applicable law, the undersigned, on behalf of the undersigned and each Minor, jointly and severally (a) waives any and all claims and rights that the undersigned or any Minor may now or hereafter have against any USF Party for any Loss; and (b)(i) releases, discharges, holds harmless, and indemnifies each USF Party from, (ii) agrees to pay on behalf each USF Party or reimburse each USF Party for, and (iii) covenants not to sue any USF Party with respect to, any and all now existing or hereafter arising claims, losses, injuries (including, without limitation, death), causes of action, suits, judgments, demands, fees, costs, expenses (including, without limitation, attorneys' fees, costs, and expenses), damages, and other liabilities with respect to any Loss. The undersigned, on behalf of the undersigned and each Minor, acknowledges that the undersigned (i) has carefully read this Agreement and fully understands its terms; and (ii) to the extent permitted under applicable law, is waiving any right to bring any action or make a claim against any USF Party with respect to any Loss and if any such action or claim is brought, such action or claim shall constitute a Loss subject to the provisions of the immediately preceding clauses (a) and (b). The provisions of this paragraph shall survive the termination of the Minor(s)' use of any Club Facilities.

This Waiver Agreement shall be governed by, construed, and enforced in accordance with the laws of the jurisdiction in which it is executed by the undersigned without regard to its conflicts of laws principles. This Waiver Agreement shall be binding on the undersigned and each Minor and their respective successors, assigns, heirs, and legal representatives. If any term or provision of this Waiver Agreement, or the application thereof to any person or circumstance, shall, to any extent, be held by a court of competent jurisdiction to be invalid, void, or unenforceable, then the remainder of this Waiver Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is held invalid, void, or unenforceable, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

In witness whereof, the undersigned, on behalf of the undersigned and each Minor, has executed and delivered this Waiver Agreement under seal as of the date set forth below.

\_\_\_\_\_ (SEAL)  
(signature)  
Name: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_ Membership Number: \_\_\_\_\_  
Relation to Minor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_