

## CAMP PARTICIPATION AGREEMENT

## MINOR PARTICIPANT INFORMATION

This form must be completed by a parent or legal guardian of each child (individually and collectively, "Minor Participant") being enrolled in the selected activity operated by Life Time ("Program").

Full Name of <b>Minor Participant 1</b> (First, M.I., Last)		Nickname	/ /	Grade	Gender
Address, City, State, Zip Code					
Full Name of <b>Minor Participant 2</b> (First, M.I., Last)		Nickname	/ /	Grade	Gender
Address, City, State, Zip Code					
Name of Parent of Legal Guardian No. 1	( ) -	( ) -			
	Daytime Telephone Number	Evening Telephone Number			
Address, City, State, Zip Code (if different from Participant's Address)		Place of Employment			
Name of Parent of Legal Guardian No. 2	( ) -	( ) -			
	Daytime Telephone Number	Evening Telephone Number			
Address, City, State, Zip Code (if different from Participant's Address)		Place of Employment			
Membership No. of Parent or Legal Guardian listed above (if applicable)		Club Location			
Name of Program		Beginning and End Dates of Enrollment (ex: 06/15/14 – 06/19/14)			

## ADMISSION OF MINOR PARTICIPANT

Life Time Fitness, Inc., its affiliates, subsidiaries, officers, directors, employees, independent contractors, representatives, volunteers, and successors or assigns, all of whom shall be collectively referred to and embraced herein as "Life Time," will allow only a parent, legal guardian or authorized adult to admit Minor Participant into the care of Life Time by signing Minor Participant into the care of Life Time. I will not leave the Minor Participant at the Program unless a Life Time staff member is there to receive and supervise Minor Participant. Life Time will not at any time accept a sick child for care. In the event my child gets sick and needs to leave Life Time, I agree to pick up my child immediately.

## EMERGENCY CONTACTS AND WITHDRAWAL OF MINOR PARTICIPANT

I understand that the Minor Participant may only be signed out of the care of Life Time to Minor Participant's parent or legal guardian, to a person that has been identified as an emergency contact or other authorized pickup below, or to a person previously authorized in writing to pick by the Minor Participant's parent or legal guardian. All such individuals are responsible for compliance with Life Time's policies and procedures.

**Government- issued picture identification will be required every time the Minor Participant is to be released from Life Time.** Any person authorized to pick up the Minor Participant must be listed below or have obtained prior written permission from the undersigned:

**In the event of an emergency, the parent(s) listed above will be notified first.** Please list additional emergency contacts below in case the parent(s) are unable to be notified. All emergency contacts below are authorized to pickup Minor Participant for non-emergency purposes:

Name of Emergency Contact	Address	( ) -	( ) -
		Home Telephone Number	Cell/Work Telephone Number
Name of Emergency Contact	Address	( ) -	( ) -
		Home Telephone Number	Cell/Work Telephone Number

Name of Authorized Pick-up	Address	Daytime Telephone Number	Evening Telephone Number
Name of Authorized Pick-up	Address	Daytime Telephone Number	Evening Telephone Number

A Life Time Department Manager or General Manager may withdraw Minor Participant from participating in the Programs as a final disciplinary option, or because of a Minor Participant's illness or injury. After removing Minor Participant for such a reason, Life Time will supervise Minor Participant until an authorized adult is able to sign such child out of Life Time's care.

## SCHOOL OR OTHER DAY CARE ARRANGEMENTS

Please list below any additional programs or schools that your child is currently attending and the grade or class level **AND** any previous child day care and/or schools attended by your child:

Minor Participant 1

Minor Participant 2

### **SPECIAL NEEDS**

Life Time will not apply or assist in the application of sunscreen or insect repellent to children in its care, with the exception of those with spray applicators, and then only to the extent allowed by law.

Please list below any special needs, allergies, food sensitivities, medical conditions, disabilities, specific actions that should be taken in the event of an emergency, or other information Life Time may need to make the Minor Participant's experience a positive one. [If none, please state NONE]:

Minor Participant 1

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Minor Participant 2

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### **SPECIAL ACTIVITIES**

The undersigned hereby gives permission for the Minor Participant to participate in a Program involving activities such as, but not limited to swimming or wading in the leisure pool and the use of waterslides, rock climbing, gym games, sport specific games, arts and crafts, self select stations, viewing pre-identified age appropriate videos and attending a weekly fieldtrip. If I foresee any issues with the Minor Participant participating in any of the camp activities it is my responsibility to notify the camp supervisor. At the time of registration I have concerns with the following activities noted below [If none, please state NONE]:

Minor Participant 1

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Minor Participant 2

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### **SWIMMING**

The undersigned hereby gives permission for the Minor Participant to participate in a Program involving swimming or wading in the leisure pool and the use of waterslides. I understand that my child will do a swim test the first day to determine his/her abilities to enter water above shoulder height. I feel my child's swimming abilities are:

Minor Participant 1

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Minor Participant 2

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### **MEDICAL ATTENTION**

I agree that I will inform Life Time within 24 hours or the next business day after the Minor Participant or any member of the immediate household has developed any reportable communicable disease, as defined by the State Board of Health, except for life-threatening diseases which must be reported immediately.

I agree that in the event the Minor Participant is involved in an accident that requires medical attention, the undersigned will be responsible for making all decisions related to all medical and survival procedures for the Minor Participant, including but not limited to the decisions about medical care, the administration of drugs and the performance of any and all life sustaining procedures. The undersigned further agrees to make any and all arrangements for the Minor Participant's transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving the Minor Participant. In the event that parent(s) or emergency contacts are unavailable and it should become necessary, I authorize Life Time to make decisions regarding any and all medical and survival procedures for the Minor Participant. The undersigned agrees that Life Time, its staff members, volunteers and chaperones will not be held liable for any accident or losses, however caused.

### **MINOR PARTICIPANT'S PHYSICIAN**

\_\_\_\_\_  
Name of Physician and Hospital/Clinic

\_\_\_\_\_  
( ) -  
Telephone

\_\_\_\_\_  
Address of Physician and Hospital/Clinic

### **IMMUNIZATIONS**

☐ I certify that the Minor Participant has received all necessary immunizations from a medical professional and the immunizations are current.

**Residents of Massachusetts must provide an immunization form or letter signed and dated by a physician or a dated report from MA Immunization Information System to Life Time on or before the first day of the Program.**

☐ The Minor Participant has NOT received all necessary immunizations due to the immunization being detrimental to the Minor Participant's health, or due to personal or religious beliefs. I agree that Life Time is not liable for the Minor Participant contracting any viruses while participating in the Program.

### **MEDICAL HISTORY**

Please list below any special needs, allergies, food sensitivities, medical conditions, disabilities, specific actions that should be taken in the event of an emergency, or other information Life Time may need to make the Minor Participant's experience a positive one.

### **Minor Participant 1**

#### **ALLERGIES**

☐ **Check box if your child does not have any allergies**

Insect Bite Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Bee Sting Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Food Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Seasonal Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Medications Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Other Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Please explain/specify any of the above that were answered "Yes" (i.e. type of food allergy, medication associated, etc.) \_\_\_\_\_

Please list any past medical treatment or recent injuries: \_\_\_\_\_

Does your child have food sensitivities? Yes ☐ No ☐

Please explain: \_\_\_\_\_

Does your child have an IEP or 504 plan? Yes ☐ No ☐

Please explain: \_\_\_\_\_

Does your child have Asthma? Yes ☐ No ☐ **If yes, \*Will your child (or staff member) be bringing an inhaler to camp? Yes ☐ No ☐**

Does your child take any prescription or over-the-counter medication at home? Yes ☐ No ☐

### **Minor Participant 2**

#### **ALLERGIES**

☐ **Check box if your child does not have any allergies**

Insect Bite Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Bee Sting Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Food Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Seasonal Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Medications Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Other Yes ☐ No ☐ Reaction \_\_\_\_\_

**Severity:** Mild ☐ Moderate ☐ Severe ☐

Please explain/specify any of the above that were answered "Yes" (i.e. type of food allergy, medication associated, etc.) \_\_\_\_\_

Please list any past medical treatment or recent injuries: \_\_\_\_\_

Does your child have food sensitivities? Yes ☐ No ☐ Please explain: \_\_\_\_\_

Does your child have an IEP or 504 plan? Yes ☐ No ☐ Please explain: \_\_\_\_\_

Does your child have Asthma? Yes ☐ No ☐ **If yes, \*Will your child (or staff member) be bringing an inhaler to camp? Yes ☐ No ☐**

Does your child take any prescription or over-the-counter medication at home? Yes ☐ No ☐

#### **ADMINISTRATION OF MEDICATION**

Please check one of the following:

☐ I DO NOT wish Life Time to administer any medication, either prescription or over-the-counter, to the Minor Participant during the Program.

☐ I DO wish a designated Life Time staff member to administer medication, either prescription or over-the-counter, to the Minor Participant during the Program. I understand that Life Time requires the following items and **that no medications will be administered by Life Time until the following have been properly provided:**

##### **Prescription Medications**

*Physician's Letter.* The undersigned must have a physician provide a signed letter to Life Time Fitness addressing the following for any type of medication to be administered: (i) name of medication, (ii) purpose for medication, (iii) dosage and frequency, (iii) duration of medication, (iv) method of administration, and (v) any additional instructions, adverse reactions, precautions or other relevant information. This letter must include the name and birth date of the Participant as well as the name, telephone and fax number of the physician. I understand that the medication will be administered according to the direction of this physician and that any changes in medication require an updated letter from a physician before the medication will be administered by Life Time Fitness; and *Medication Container.* Any prescription medication to be administered during the Program must be provided in a container with a pharmacy label clearly stating the Participant's name, medication dosage and frequency, the date of the prescription and the recommending physician's name. Any over-the-counter medications to be administered during the Program must be provided in its original container and have the Participant's name, frequency and dosage clearly marked on the container. Any medication must be delivered

only to a Program director by a parent or legal guardian of the Participant. I understand that any changes in any medication require a new container that meets the requirements listed in this section.

#### APPLICATION OF SUNSCREEN

Please check one of the following:

- ☐ I DO NOT wish Life Time to apply sunscreen at any time during the program.
- ☐ I DO wish a designated Life Time staff member to apply spray on sunscreen to the Minor Participant during the Program. I understand that Life Time requires the following items and **that no sunscreen will be applied by Life Time until the following have been properly provided:**
  - **Spray on sunscreen shall be in the original container and labeled with the child's name**
  - **Known allergies to any sunscreen products:**

Minor Participant 1

Minor Participant 2

#### FEE POLICY

Full payment for the Programs must accompany each Minor Participant's registration, unless you select the Payment Plan. The Payment Plan is available only for full week, full day (7 hours per day or longer) Summer Camp reservations. A Payment Plan requires a deposit of \$50.00 for each week of camp due at the time of registration. The monthly remaining balance is due by the fifteenth of the prior month. Failure to make a payment when due will result in Life Time cancelling any applicable registrations and any deposit(s) will be forfeited. The Program will not be offered on days declared to be national holidays and the fees for Programs shall include such policy in its fee structure. Life Time shall issue a refund for the dollar value of the missed session(s), within 30 days, for any session(s) cancelled by Life Time due to bad weather or unforeseen circumstances.

#### CANCELLATION POLICY

Refund Policy. All cancellation requests must be made in writing to the Activity Center. A \$50 non-refundable deposit will be required for all camps. The \$50 non-refundable deposit is included in the full week payment amount.

- **Payment Plan Refund Policy.** If a cancellation request is received more than 14 days before the first day of camp I will receive a refund for the amount paid for each week of camp less the \$50 non-refundable deposit. If a cancellation request is received by Life Time less than 14 days prior to the first day of camp, I will be responsible for all camp payments/fees. I understand that failure to make a payment on any due date (whether in person or rejected EFT draft) will cancel my participant's registration.
- **Paid in Full Refund Policy.** If a cancellation request is received 30 days or more before the first day of camp I will receive a full refund of all camp fees paid, including the \$50 deposit. If a cancellation request is received 14 to 29 days prior to the first day of camp I will receive a refund for the amount paid for each week of camp less the \$50 non-refundable deposit. If a cancellation request is received by Life Time less than 14 days prior to the first day of camp, I will forfeit all fees for camp services.
- **T-Shirts.** If the camp has a T-Shirt fee it must be paid with the deposit and is non-refundable.

#### LATE PICK-UP FEE POLICY

Life Time requires that a parent, legal guardian, or other authorized pick-up call the Life Time Activity Center if he or she knows or suspects that he or she will be late in picking up the Minor Participant. A Late Pick-Up Fee will be charged in the amount of \$20.00 for the first 15 minutes that a parent, legal guardian, or other authorized pick-up is late and \$1.00 per minutes thereafter. This Late Pick-Up Fee is payable upon the parent, legal guardian or other authorized pick-up's arrival or it will be due the following day with an additional \$5.00 late charge. If the Minor Participant is left for 2 hours past the Program pick up time without a parent or legal guardian notifying the staff and the staff is unable to locate an emergency contact, the police will be notified. If the Minor Participant is left for 1 hour or more past the Program pick up time on 2 occasions without notifying the Life Time Activity Center, Minor Participant will no longer be allowed to participate in the Program. Upon such event, no fees will be refunded by Life Time.

#### FOOD POLICY

LIFE TIME will serve snacks and provide a time for meals to Minor Participant in accordance with the following schedule: (1) If Minor Participant has been in LIFE TIME's care for more than 2 hours, but less than 4 hours, LIFE TIME will serve 1 snack; (2) If Minor Participant has been in LIFE TIME's care for 4 to 6 hours, LIFE TIME will serve 1 snack and provide time for 1 meal; (3) If Minor Participant has been in LIFE TIME's care for 7 to 10 hours, LIFE TIME will serve 2 snacks and provide time for 1 meal; and (4) If Minor Participant has been in LIFE TIME's care for 11 hours or more, LIFE TIME will serve 2 snacks and provide time for 2 meals. All snacks provided by LIFE TIME will be within the guidelines of the Food Guide Pyramid, as developed and recommended by the U.S. Dept. of Agriculture. Any child with special dietary needs will be provided with snacks by LIFE TIME in accordance with such child's needs and with the instructions of the child's parent or legal guardian. LIFE TIME will provide a time for a meal or meals according to the above schedule for Minor Participant. However, **Minor Participant's parent or legal guardian is responsible for providing the meal or meals for Minor Participant while he or she is in LIFE TIME's care. No refrigeration will be provided for meals; please include only appropriate food items.** Each parent or legal guardian shall be responsible for ensuring that any such meals meet the dietary guidelines for Americans established by the U.S. Dept. of Agriculture. Please ensure that each meal is **labeled with your child's name and date.**

#### POLICIES, RULES AND REGULATIONS

I understand and will comply with all rules and regulations in the Program, which are subject to change at any time in Life Time's discretion. I hereby agree that I, as well as the Minor Participant, will comply with all policies, rules and regulations established for the Program. Life Time accepts registration on a space-available basis so early registration is recommended. Life Time reserves the right to cancel Programs with low enrollment. Make-up sessions are not given for any missed sessions. Life Time reserves the right to remove the Minor Participant from the Program

and not allow the Minor Participant to register for any additional Kid's Activities Programs. Life Time may remove any child for conduct that is deemed detrimental to the Program or Life Time, including, but not limited to showing respect for others, treating equipment properly and obeying Life Time staff members.

If Life Time has reason to suspect that a child is abused or neglected, Life Time is required to report the matter immediately to the local department of the county or city where the child resides or where the abuse or neglect is believed to have occurred or the department's toll-free child abuse and neglect hotline.

#### **TRANSPORTATION OF MINOR PARTICIPANT**

If the undersigned has enrolled Minor Participant in a Program that involves field trips and transportation, the undersigned authorizes Minor Participant to participate in the Program's fieldtrips and authorizes Life Time and its contractors to transport Minor Participant in a vehicle.

#### **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, and INDEMNIFICATION**

In consideration of the participation in the Program(s) above, which includes Use of Life Time Premises or Participation in Off-Premises Activities as defined below, by my Minor Participant, I hereby agree to all of the terms and conditions in this Kid's Camp Registration, including specifically the **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, and INDEMNIFICATION** provisions.

**1. ASSUMPTION OF RISK.** I understand that there are inherent **risks of injury in the use of Life Time's premises while participating in Life Time's Program(s)**, including but not limited to its indoor and outdoor pools, waterslides, locker rooms, climbing cavern, racquet courts, group fitness and yoga studios, fitness floor, gymnasium, child center, café, lobby, entryways, sidewalks, and parking lots ("Use of Life Time Premises"). I also understand that there are risks **of injury in participation in the Program(s)** that take place **outside or off Life Time's premises**, including but not limited to field trips ("Participation in Off-Premises Activities") (**collectively, "Risks"**).

I understand that such Risks include but are not limited to **slip and falls, trips, collisions, overexertion, loss or theft of property (including from lockers), equipment failure or malfunction, drowning, or other accidents or incidents that may result in harm, loss, disability, death or other injury or damage** to my Minor Participant. I understand that such injuries may include, but are not limited to, minor or major personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages, including but not limited to scrapes, bruises, sprains, torn or damaged muscles or ligaments, broken bones, burns, respiratory or auditory problems, concussion, strokes, heart attacks or stress, lost wages, lost earning capacity, lost or stolen property, pain and suffering, disfigurement, paralysis, brain damage, or death ("**Injury**" or "**Injuries**").

I understand that **such Injuries may be caused, in whole or in part, by the negligence of Life Time (which includes its subsidiaries and employees)**, me, my Minor Participant, other participants in the Program, and/or other members or guests.

**I fully understand and appreciate, knowingly and voluntarily accept, specifically assume responsibility for, and freely choose to allow my Minor Participant to participate in the Program(s) which include the Use of Life Time Premises or Participation in Off-Premises Activities in spite of, the Risks of Injury set forth above.**

**2. WAIVER AND RELEASE OF LIABILITY.** On behalf of myself and my spouse/partner, children/Minor Participants, parents, guardians, heirs, next of kin, personal representatives, assigns and estate, I hereby voluntarily and forever **release and discharge Life Time** from, **covenant and agree not to sue Life Time** for, and **waive** any and all present and future claims, demands, actions, causes of action, damages, losses or any other alleged liabilities or obligations, whether known or unknown ("**Claims**"), **for any Injuries** (which includes personal injuries and property damage) to me or my Minor Participant sustained in the Use of Life Time Premises or Participation in Off-Premises Activities **which arise out of, result from or are caused by, the negligence of Life Time ("Waived Claims")**.

**3. INDEMNIFICATION AND LEGAL DEFENSE.** I agree to **defend, indemnify, protect and hold and save harmless Life Time against any and all Waived Claims**, including but not limited to those arising out of, resulting from or caused even in part by Life Time's negligence, as well as any other Claims arising out of, resulting from, or caused by the Use of Life Time Premises or Participation in Off-Premises Activities, **by me or my Minor Participant**.

#### **RELEASE OF IMAGE AND LIKENESS**

The undersigned hereby irrevocably consents to and grants Life Time the exclusive and unlimited right to use and reproduce any and all photographs, slides, moving pictures, audio and visual recordings or testimonial accounts taken by Life Time that contain my Minor Participant's name, image, voice, likeness or account, for any lawful purpose whatsoever and using any means available including but not limited to any of Life Time's records, corporate public relations or marketing communication material, videos or online material, social media campaigns, either with or without the Participant's name or photo accompanying such quotation. I waive the right to inspect, approve or edit any such use or reproduction, and Life Time may make any and all changes, modifications, rearrangements, additions or deletions in its use reproductions without any approval.

**I hereby certify that I have read and understand this entire Agreement and agree to and accept the terms and conditions of this entire application. Minor Participant will receive the privilege of participating in the Program, and I agree that he or she will abide by all rules and regulations of Life Time, which are subject to change and which, in the opinion of Life Time management, are deemed necessary and reasonable for the best interest of members, participants in its Programs and Life Time.**

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Signature of Parent or Legal Guardian of the Minor Participant

Date