

PARTICIPATION AGREEMENT



PARTICIPANT INFORMATION

This form must be completed by a parent or legal guardian of the child being enrolled in a program and/or extended care program (individually and collectively, "Program"). Up to two participating children may be included on this form (individually and collectively, "Participant").

Name of Participant No. 1 (First, Middle Initial, Last) _____ Date of Birth _____/_____/____ Grade _____ Gender _____

Name of Participant No. 2 (First, Middle Initial, Last) _____ Date of Birth _____/_____/____ Grade _____ Gender _____

Name of Parent or Legal Guardian No. 1 _____ (____)____-____ Daytime Telephone Number (____)____-____ Evening Telephone Number

Address, City, State, Zip Code _____

Name of Parent or Legal Guardian No. 2 _____ (____)____-____ Daytime Telephone Number (____)____-____ Evening Telephone Number

Address, City, State, Zip Code (if different from Participant's Address) _____

Membership No. of a Parent or Legal Guardian listed above (if applicable) _____ Club Location _____

ADMISSION OF PARTICIPANT

Life Time Fitness, Inc., its affiliates, subsidiaries, successors or assigns (collectively, "Life Time Fitness") will allow only a parent, legal guardian or authorized adult to admit Participant to the care of Life Time Fitness by signing Participant into of the care of Life Time Fitness. Life Time Fitness will not at any time accept a sick child for care. I understand that I am not to leave Participant at the Program unless a Life Time Fitness team member is there to receive and supervise Participant.

EMERGENCY CONTACTS AND WITHDRAWAL OF PARTICIPANT

I understand that Participant may only be signed out of the care of Life Time Fitness to Participant's parent or legal guardian or to a person that has been identified as an emergency contact or other authorized pickup below, or previously authorized to do so in writing by Participant's parent or legal guardian. **Picture identification will be required every time Participant is to be released from Life Time Fitness.** Any person authorized to pick up 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:

Name of Emergency Contact No. 1 _____ (____)____-____ Daytime Telephone Number (____)____-____ Evening Telephone Number

Address, City, State, Zip Code _____

Name of Emergency Contact No. 2 _____ (____)____-____ Daytime Telephone Number (____)____-____ Evening Telephone Number

Address, City, State, Zip Code _____

Name of Other Authorized Pickup _____ Address _____ Telephone _____

Name of Other Authorized Pickup _____ Address _____ Telephone _____

Name of Other Authorized Pickup _____ Address _____ Telephone _____

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

PARTICIPATION AGREEMENT



SPECIAL NEEDS

Please list below any special needs, allergies, learning disabilities, or other information Life Time Fitness may need to make the Participant's experience a positive one:

MEDICAL ATTENTION

I agree that in the event Participant is involved in an incident that requires medical attention, the undersigned will be responsible for making all decisions related to all medical and survival procedures for Participant while Participant is participating in the Program, 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 Participant's transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving Participant. In the event that the parent(s) or emergency contacts cannot be reached during a medical emergency, the undersigned gives Life Time Fitness permission to make decisions regarding any and all medical and survival procedures for Participant. The undersigned agrees that Life Time Fitness, its team members, volunteers and chaperones will not be held liable for any accident or losses, however caused.

Participant's Physician

Name of Physician and Hospital/Clinic

(_____)_____-_____
Daytime Telephone Number

Immunizations

- I certify that Participant has received all necessary immunizations from a medical professional and the immunizations are current.
- Participant has NOT received all necessary immunizations due to personal or religious beliefs, however, I agree that Life Time Fitness is not liable for the Participant contracting any viruses while participating in the Program.

ADMINISTRATION OF MEDICATION

Please check one of the following:

- I DO NOT wish Life Time Fitness to administer any medication, either prescription or over-the-counter, to Participant during the Program.
- I DO wish a designated Life Time Fitness team member to administer medication, either prescription or over-the-counter, to Participant during the Program. I understand that Life Time Fitness requires the following items and that **no medications will be administered by Life Time Fitness until the following have been properly provided:**

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, (iv) duration of medication, (v) method of administration, and (vi) any additional instructions, adverse reactions, precautions or other relevant information. This letter must include the name and birth date of Participant as well as the name, telephone and fax number of the physician. The undersigned understands 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 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 Participant. The undersigned understands that any changes in any medication require a new container that meets the requirements listed in this section.

FEE POLICY

Full payment for the Program must accompany each Participant's registration, unless you select the Payment Plan.* The Program will not be offered on days declared to be national holidays and the fees for the Program shall include such policy in its fee structure. Life Time Fitness offers the following options for a session that a child has missed due to illness: (1) The child shall be allowed to participate in another session of the same program; (2) A free class coupon may be issued by Life Time Fitness; (3) A credit voucher for the dollar value of the missed session may be issued by Life Time Fitness; or (4) The dollar value of the missed session shall be refunded within 30 days. Life Time Fitness shall issue free class coupons for sessions cancelled by the Life Time Fitness due to bad weather or other unforeseen circumstances. Life Time Fitness will refund only Program cancellations if a written request was received by Life Time Fitness 14 days prior to the first day of the Program.

*Full payment is due at time of registration, unless you select the Payment Plan. The Payment Plan is available only for the following camps: Super Summer Camp, Adventure Days, Junior Summer Camp and Preschool Adventure Days. A Payment Plan requires a non-refundable deposit of \$50.00 for each week of camp due at time of registration. The monthly remaining balance is due by the fifteenth of the prior month.

CANCELLATION POLICY

To cancel enrollment in a camp, the Activity Center at the club where you registered for camp must receive written notice via hand delivery or certified mail (no e-mail or fax notices will be accepted) of cancellation at least two weeks prior to the camp start date. Upon timely notice, Life Time Fitness will refund amounts paid for the camp less any camp deposit(s) required under a Payment Plan. If notice is received less than two weeks prior to the camp start date, the registrant will forfeit any amounts paid for the camp.

LATE PICKUP FEE POLICY

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

FOOD POLICY

Life Time Fitness will serve snacks and provide a time for meals to Participant in accordance with the following schedule: (1) If Participant has been in Life Time Fitness's care for more than 2 hours, but less than 4 hours, Life Time Fitness shall serve 1 snack; (2) If Participant has been in Life Time Fitness's care for 4 to 6 hours, Life Time Fitness shall serve 1 snack and provide time for 1 meal; (3) If Participant has been in Life Time Fitness's care for 7 to 10 hours, Life Time Fitness shall serve 2 snacks and provide time for 1 meal; and (4) If Participant has been in Life Time Fitness's care for 11 hours or more, Life Time Fitness shall serve 2 snacks and provide time for 2 meals. All snacks provided by Life Time Fitness 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 Fitness in accordance with such child's needs and with the instructions of the child's parent or legal guardian. Life Time Fitness will provide a time for a meal or meals according to the above schedule for Participant. However, Participant's parent or legal guardian is responsible for providing the meal or meals for Participant while he or she is in Life Time Fitness's care. 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

The undersigned acknowledges the existence and the need for rules and regulations in the Program. The undersigned hereby agrees that he or she as well as Participant will comply with all policies, rules and regulations established for the Program. Life Time Fitness reserves the right to cancel programs with low enrollment. Make-up lessons are not given for any missed classes or sessions. Life Time Fitness reserves the right to remove Participant from the Program and not allow Participant to register for any additional Programs. Life Time Fitness may remove any child for conduct that is deemed detrimental to the Program or Life Time Fitness, including, but not limited to showing respect for others, treating equipment properly and obeying Life Time Fitness team members.

TRANSPORTATION OF PARTICIPANT

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

ASSUMPTION OF RISK

The undersigned understands that there is an inherent risk of injury, whether caused by Participant or someone else, in the use of or presence at a Life Time Fitness center, the use of equipment and services at a Life Time Fitness center, and participation in Life Time Fitness' programs. This includes, but is not limited to, indoor and outdoor pool areas with waterslides, a climbing wall area, ball and racquet courts, cardiovascular and resistance training equipment, personal training and nutrition classes and services, member programs, a child center, and spa and cafe products and services. This risk includes, but is not limited to:

- 1) Injuries arising from the use of any of Life Time Fitness' centers or equipment, including any accidental or "slip and fall" injuries;
- 2) Injuries arising from participation in supervised or unsupervised activities and programs within a Life Time Fitness center or outside a Life Time Fitness center, to the extent sponsored or endorsed by Life Time Fitness;
- 3) Injuries or medical disorders, including, but not limited to heart attacks, strokes, heart stress, sprains, broken bones and torn muscles or ligaments, resulting from my use of or presence at a Life Time Fitness center, my use of equipment or services at a Life Time Fitness center, or my participation in Life Time Fitness' programs; and
- 4) Injuries resulting from the actions taken or decisions made regarding medical or survival procedures.

The undersigned understands and voluntarily accepts this risk on behalf of Participant and agrees to specifically assume all risk of injury, whether physical or mental, as well as all risk of loss, theft or damage of personal property for Participant while he or she is using or present at any Life Time Fitness center, using any lockers, equipment or services at any Life Time Fitness center or participating in Life Time Fitness' programs, whether such programs take place inside or outside of a Life Time Fitness center.

RELEASE OF LIABILITY

The undersigned waives any and all claims or actions that may arise against Life Time Fitness as well as its owners, directors, employees or volunteers as a result of any such injury, loss, theft or damage to Participant, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence of Life Time Fitness or anyone else using a Life Time Fitness center. If there is any claim by anyone based on any injury, loss, theft or damage that involves the Participant, I agree to defend Life Time Fitness against such claims and pay Life Time Fitness for all expenses relating to the claim, and indemnify Life Time Fitness for all obligations resulting from such claims.

RELEASE OF IMAGE AND LIKENESS

The undersigned irrevocably consent to and grant Life Time Fitness as well as its owners, directors, employees or volunteers the exclusive and unlimited right to use and reproduce any and all photographs, audio recordings, video recordings or testimonial accounts take by Life Time Fitness that contain my person, 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 Fitness' records, corporate public relations or marketing communication material, videos or text materials, 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 Fitness may make any and all changes, modifications, rearrangements, additions or deletions in its use or reproductions without any approval.

MISCELLANEOUS

The undersigned gives permission for Participant to participate in a Member Activities program that involves swimming. I understand that Participant will be swimming with a certified lifeguard in attendance at all times.

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. Participant will receive the privilege of participating in the Programs, and I agree that he or she will abide by all rules and regulations of Life Time Fitness, which are subject to change and which, in the opinion of Life Time Fitness management, are deemed necessary and reasonable for the best interest of members, participants in its Programs and Life Time Fitness.

Signature of Parent or Legal Guardian of Participant

Date