



**In-Shape Health Clubs Liability Waiver Form
(Minor)**

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY.

By signing below, I hereby warrant that I am the parent or legal guardian of _____, who is a minor. In consideration of being allowed to have my child participate in programs offered by In-Shape Health Clubs, Inc. ("ISHC"), I agree to the following:

(1) The use of the facilities of ISHC, may involve physical exertion, fitness training, exercise, swimming "including lessons", tennis, basketball, racquetball, weight lifting, aerobic conditioning, cardio training, and other sporting and recreation activities, including the observation of such activities, all of which involve a risk of serious bodily or physical injury or death, whether caused by the act, failure to act or negligence of ISHC personnel, members, guests, or other children. I voluntarily accept and assume the risk of such injury for myself and my child.

(2) ISHC, its employees, officers, owners and agents will not be liable to me, my child, our heirs, representatives or estates for any injury sustained by me or my child including, without limitation, personal injury, bodily injury, mental injury or death, occurring while either of us is at the premises of ISHC, using any of the facilities or equipment thereon, or participating in any sports, activities, exercises, classes, training, instruction, observation, recreation, or other events of ISHC, regardless of the cause, including negligence.

(3) FOR MYSELF AND MY CHILD, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ISHC, ITS EMPLOYEES, OFFICERS, OWNERS AND AGENTS (hereinafter referred to as "releasees") from all liability to me or my child, our heirs, representatives, or estates for any loss, damage, or claim therefore on account of injury to me or my child, whether caused by any negligent act or omission of the releasees or otherwise.

(4) I further agree that the foregoing release and waiver of claims is intended to be as broad and inclusive as is permitted by the laws of California and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I acknowledge that I have read this release of claims and waiver of liability and that I am aware of its legal consequences, including that it prevents me, my child and our heirs, representatives and estates from suing or asserting any claims against ISHC or its employees, officers, owners or agents if either of us is injured or damaged for any reason while in, on or about the facilities or premises of ISHC, or participating in any activity of ISHC.

**READ THIS DOCUMENT AND UNDERSTAND IT BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY.**

Date: _____

Signature: _____

Print Name: _____