

TEAM SPORTS - VARSITY PROGRAM



School: _____

PERSONAL INFORMATION				PARENT OR LEGAL GUARDIAN					
Last Name		First	M.I.	I understand that my minor child will participate in sports training at 24 Hour Fitness under the supervision of my child's school coach. On behalf of my minor child and myself, I verify that I read, understand, and agree to the Assumption of Risk and Arbitration clauses in this agreement, and I agree to defend and indemnify 24 Hour Fitness to the fullest extent permitted by law for any claim brought on and/or on behalf of my minor child against 24 Hour Fitness.					
Street Address									
City		State	Zip Code						
Date of Birth	Age	M <input type="checkbox"/> Home Ph ()		Print Name:		Hm Ph: ()			
		F <input type="checkbox"/> Work Ph ()		Street		Wk Ph: ()			
Emergency Contact Person			Phone	City, State, Zip					

AGREEMENT

1. PARTIES

24 Hour Fitness (24 Hour) and you agree that by signing this agreement (Agreement), you agree to all the terms in this Agreement. You also agree to follow any 24 Hour membership policies and club rules. 24 Hour may, in its sole discretion, modify its membership policies and club rules without notice at any time. Club rules may vary by location and all signs posted in a club or on the premises shall be considered a part of the rules. The terms "You" and "24 Hour" include heirs, estates, agents, representatives, parents, guardians, officers, directors, shareholders, successors, affiliates, subsidiaries and employees. As such, both parties make this Agreement on behalf of, and it binds, all these included persons and entities.

2. LIMITED TRAINING MEMBERSHIP

2.(a) Nature of Membership: Your Sports Strength Training program membership permits you to use 24 Hour's premises, facilities, equipment and services (collectively called "Facilities") as described in 2(b). Your limited membership is non-transferable and it does not give you any rights in 24 Hour, its management, property or operation.

2.(b). Limited Use: You may only use the Facilities during the dates and times agreed between your school and 24 Hour.

3. REPRESENTATIONS

3(a). Physical Conditions & No Medical Advice: You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of 24 Hour Facilities. As such, you acknowledge that 24 Hour did not give you medical advice before you joined, and cannot give you any after you join, relating to your physical condition and ability to use the Facilities. If you have health or medical concerns now or after you join, discuss them with your doctor before using the Facilities.

3(b). Liability for Property: 24 Hour is not liable to you for any personal property including any vehicle or its contents, that are damaged, lost, or stolen while on or around 24 Hour's premises. If you cause any damage to 24 Hour's Facilities, you are liable to 24 Hour for its cost of repair or replacement.

3(c). Entire Agreement & Enforcement: You acknowledge that neither 24 Hour, nor anyone else, made any representations or promises upon which you relied that are not stated in this Agreement. Handwritten changes to this Agreement are invalid. This document contains the entire agreement between you and 24 Hour and replaces any oral or other written agreement. If a court declares any part of this Agreement invalid, it will not invalidate the remaining parts, which continue unaffected. If 24 Hour does not enforce any right in this Agreement for any reason, 24 Hour does not waive its right to enforce it later.

4. ASSUMPTION OF RISK

Using the 24 Hour Facilities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as

catastrophic injuries including death. In consideration of your participation in the activities offered by 24 Hour, you understand and voluntarily accept this risk and agree that 24 Hour, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damages to you, your spouse, guests, unborn child, or relatives resulting from the negligence of 24 Hour or anyone on 24 Hour's behalf or anyone using the Facilities whether related to exercise or not. Further, you understand and acknowledge that 24 Hour does not manufacture fitness or other equipment at its Facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. This Agreement is not effective until you and an authorized 24 Hour representative sign and date it. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at 24 Hour and you agree to all the terms contained herein.

5. ARBITRATION

If there is any dispute or claim between you and 24 Hour, you and 24 Hour agree to submit the dispute for resolution to binding arbitration. Arbitration means that neither you nor 24 Hour can sue each other in court over a dispute and that a neutral arbitrator will decide the dispute, not a judge or jury. This arbitration provision is governed by the Federal Arbitration Act (the "FAA"). Unless controlling legal authority requires otherwise, there shall be no right or authority for any dispute to be heard or arbitrated on a class action basis, as a private attorney general, or on a basis involving disputes brought in a purported representative capacity on behalf of the general public, provided, however, that any individual claim is subject to this agreement to arbitrate.

To start the arbitration process, either party must submit a written arbitration request to the other within the appropriate statute of limitation period for the claim being brought. The arbitrator shall be selected by mutual agreement of the parties. Unless controlling legal authority requires otherwise, the party filing the claim shall pay the initial filing fee and the parties shall thereafter the parties will equally bear the costs of arbitration. Each party shall be responsible for its own expenses including, but no limited to, its attorneys, experts, witnesses and other expenses.

If it is determined by the arbitrator or a court that any part of this dispute is not subject to arbitration, the parties acknowledge, agree and stipulate that the part of the dispute that is not subject to arbitration shall be stayed pending resolution of the arbitration. The arbitration award shall be binding, complete and final. The parties agree they shall not disclose the existence, content or results of the arbitration without the written consent of both parties.

6. LIMITATION OF LIABILITY

Unless controlling legal authority requires otherwise, any award by the arbitrator or a court is limited to actual compensatory damages. Neither an arbitrator nor a court can award either party any indirect, special, incidental or consequential damages, even if one party told the other party that they might suffer these damages.

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Your Signature

Date Signed

Authorized by 24 Hour

Counselor #