



CLIMBING WAIVER



Participant #1 Name _____ Participant #1 DOB _____

Participant #2 Name _____ Participant #2 DOB _____

Participant #3 Name _____ Participant #3 DOB _____

Address _____ City _____ State _____ Zip Code _____

Emergency Contact Name _____ Emergency Contact Phone Number _____

In consideration of the use by me or my minor child or ward ("Minor Child") of the climbing cavern, walls, structures, equipment, facilities and/or activities ("Climbing Activities") of Life Time Fitness, Inc., its subsidiaries, affiliates, owners, officers, directors, employees, agents or volunteers (collectively, "Life Time"), I agree to the following terms and conditions:

1. **ASSUMPTION OF RISK.** I understand that Climbing Activities involve inherent **dangers, hazards and risks** ("Risks") that may result in **major or minor harm, disability, damage, loss, death or other injury** ("Injuries") to me, my minor child, other members on my membership, or my guests ("Participants"). I understand that these Risks include but are not limited to Injuries from **falls, slips, trips, collisions, or loss of footing or balance**; equipment failure, malfunction, misuse or improper set up or use; property theft, loss or damage; or other accidents or incidents.

I understand that Risks and Injuries in the Climbing Activities (collectively, "Risks of Injury") **may be caused, in whole or in part, by the NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area such as members, guests or contractors; or third parties such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities. **I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**

2. **WAIVER OF LIABILITY.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I hereby voluntarily and forever **release and discharge Life Time from, covenant and agree not to sue Life Time for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me or my Minor Child in the Climbing Activities which arise out of, result from, or are caused by any NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area, such as members, guests or contractors; or third parties, such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities and, if in Canada, any **breach by Life Time of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims")**.

- A. **Negligence Claims.** I understand that Negligence Claims include but are not limited to Life Time's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Climbing Activities (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent misrepresentations or misstatements by employees; or (7) other negligent act(s) or omission(s).

- B. **Life Time's Fees and Costs.** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, **I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time ("Life Time's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).**

3. **DEFENSE AND INDEMNIFICATION.** On behalf of myself, my Minor Child, spouse/partner, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), **I agree to defend, indemnify and hold Life Time harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Life Time by any other person** (including but not limited to any other Life Time member, guest or contractor; any of my family members who is not a Life Time member; or any other third party) arising out of, resulting from, or caused by the use of Climbing Activities by me or my Minor Child. My agreement to **defend Life Time** means that I will pay all of Life Time's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to **indemnify and hold Life Time harmless** means that I will pay any **settlement, judgment, or other damages, fees or costs of any type** incurred by Life Time to resolve the Claim.

4. **PARENT OR GUARDIAN AGREEMENT.** If I am the **parent or legal guardian of a Minor Child**, I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of my Minor Child, including but not limited to the right and authority to execute this Agreement on the Minor Child's behalf. By signing this Agreement, I am binding each of my Minor Member(s) to its terms, including but not limited to the **ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION** provisions.

5. **AGREEMENT APPLIES AFTER DEATH OR DISABILITY.** In the event of the death or disability of me or my Minor Child, I agree that all terms and conditions (including specifically the **ASSUMPTION OF RISK, WAIVER OF LIABILITY** and **DEFENSE AND INDEMNIFICATION** provisions) will be binding on my estate, heirs, next of kin, assigns, personal representatives, executors, administrators and/or guardians, all of whom are obligated to respect and enforce my agreements herein.

6. **AGREEMENT TO FOLLOW CLIMBING RULES.** I agree to follow at all times all written, posted and spoken rules, requirements, policies, procedures, guidelines, instructions and directions applicable to the Climbing Activities ("Climbing Rules"). I agree to review the Climbing Rules at www.lifetimefitness.com or obtain them from Life Time staff. Life Time reserves the right, in their sole discretion, to change, modify,

