



## GUEST AGREEMENT

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Guest of: \_\_\_\_\_ Member ID: \_\_\_\_\_

The undersigned guest agrees that all use of LifeStyleRx facilities, services and programs shall be undertaken at his/her own risk and LifeStyleRx shall not be liable for any injuries, accidents, or death occurring to the guest, arising either directly or indirectly out of utilizing LifeStyleRx facilities, services and programs. The guest, for himself/herself and on behalf of his/her executors, administrators, heirs, and assignees, does hereby expressly release, discharge, waive, relinquish, and covenants not to sue LifeStyleRx, its officers and agents for all such claims, demands, injuries, damages or cause of action with respect to use LifeStyleRx's facilities, programs and services.

**That the Undersigned hereby relinquish his/her and waive his/her all rights conferred upon the Undersigned by the provisions of Section 1542 of the Civil Code of the State of California, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."**

**Arbitration**-Any dispute, claim or controversy that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope of applicability of this Agreement to arbitrate, shall be determined by arbitration in Pleasanton, CA, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in that State. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The arbitrator shall, in the award, allocate all of the costs of arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

**Parent/Legal Guardian Liability Waiver-**

I further agree on behalf of myself and my child listed below, that I shall hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs including attorney fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.

Minor Name \_\_\_\_\_

I have read, understood the above information. Any questions I had were answered to my full satisfaction.

Guest Signature \_\_\_\_\_ Date: \_\_\_\_\_