



Staff Initials

MINOR GUEST WAIVER

Date _____ Member Name _____

Minor Name _____

Parent Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone Number _____ Date of Birth _____ Age _____

Assumption of Risk, Liability & Indemnity- Member hereby acknowledges and agrees that the use of LifeStyleRx facility and Services involves the risk of property loss, substantial personal injury or even death.

MEMBER RELEASES ANY AND ALL RESPONSIBILITY FOR PERSONAL INJURIES AND/OR PROPERTY LOSS/DAMAGE SUSTAINED BY ANY MEMBER OR ANY GUEST OF ANY MEMBER WHILE ON THE PREMISE, WHETHER USING EXERCISE EQUIPMENT OR NOT.

Member assumes and accepts, on behalf of himself/herself and any minor child member, the risk of injury and damage inherent in the use of LifeStyleRx facility and Services and hereby fully releases LifeStyleRx in consideration for use of the facility all and any damage claims arising out of LifeStyleRx's own negligence.

The undersigned hereby releases LifeStyleRx, ValleyCare Health System, its shareholders, directors, officers, contractors, agents, volunteers, and affiliated entities from any and all liability and/or responsibility to member or any third party for any direct, indirect, punitive, incidental, or any damages whatsoever that arise out of or are related to member's use of the LifeStyleRx facility and Services or the negligence or other acts of LifeStyleRx members or guests using the facility and Services.

Additionally, member shall indemnify, defend and hold LifeStyleRx harmless against any and all claims for injury or damages asserted by any third party arising out of or relating to the conduct of member, member's family members or member's guests.

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.

I have read, understood the above information. Any questions I had were answered to my full satisfaction. Waiver will be held on file for 1 year from activation.

Parent Signature _____ Date: _____