



Parental / Guardian Consent Form & Waiver of Liability (“Agreement”)

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER.

I am entering into this Parental / Guardian Consent Form and Waiver of Liability Agreement (“Agreement”) with LTF Club Operations Company, Inc. (“Life Time”) on behalf of myself (as Parent / Guardian) and my minor child(ren) or person(s) for whom I have legal guardianship for (each, a “Household Member”) in order to authorize one or more Household Member(s) to obtain the benefits of a membership that affords them general access to one or more of Life Time’s health and fitness centers (“Center(s)”) and/or allows them to enroll in certain services offered by Life Time (“Membership”) by adding them to the Primary Member’s (in the Primary Member’s capacity as an authorized adult under the applicable General Terms Agreement entered into by the Primary Member) Life Time Membership subject to the terms below. I understand that entering into this Agreement, by itself, does not establish a membership relationship with Life Time for myself or any Household Member. Rather, I understand it only authorizes the addition of one or more Household Member(s) to the existing, separate Membership associated with the Primary Member.

Parent or Legal Guardian:

Full Name Phone Number

Address

Email

Primary Member (“Primary”):

The designated Primary Member (“Primary”) is the person who is the primary party responsible for compliance with all Life Time membership agreements and club policies associated with their current Life Time Center general access membership. I authorize the Primary, as the authorized adult under the terms of the applicable General Terms Agreement associated with the Membership, listed below to add my Household Member(s) as subsequently listed below the Primary, to their Membership.

Full Name Phone Number

Address

Email Member Number

Relationship to Household Member(s) being added to Primary’s Membership account

Minor Child(ren) or Person(s) with whom I have Legal Guardianship (“Household Member”)

Full Name Date of Birth

Full Name Date of Birth

Full Name Date of Birth



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Acknowledgement and Assumption of Responsibility for Injury to Junior. I, the undersigned Parent or Legal Guardian, hereby request that Life Time allow the admittance onto its premises the Household Member(s) as added Additional Members on the Primary’s Membership as detailed above. In consideration for Life Time allowing the Primary to add the Household Member(s) to their Membership, the Parent or Legal Guardian understands and agrees that the Primary will be entirely responsible for the care and supervision of the Household Member(s) while at Life Time. The Parent or Legal Guardian understand and agree that there is an inherent risks of injury to the Household Member(s), whether caused by the Household Member(s) or someone else, in the use of or presence on Life Time’s premises, including but not limited to its parking lots, sidewalks, entryways, stairways, hallways and centers, as well as in the use of facilities, equipment, services, programs or activities within or outside its centers, including but not limited to its child care center, indoor or outdoor pool areas, waterslides, outdoor activity areas, climbing wall area, gymnasium, racquet sports courts, member activities programs, camps, group fitness classes, sports performance training, performance assessments, combine training, the workout floor area, mind/body studios, restrooms, locker rooms, LifeSpa and LifeCafé. I, the undersigned Parent or Legal Guardian further understand and agree that these risks of injury include, but are not limited to, slips, trips, falls, collisions, thefts, equipment failure, drowning, sudden cardiac arrest or other such accidents or incidents on the premises of Life Time that may result in injury, harm or damage, including but not limited to economic, property, emotional, mental, physical or any other type of damage, including but not limited to sprains, torn muscles or ligaments, broken bones, strokes, heart stress, heart attacks, paralysis, disfigurement, death, or other forms of pain or suffering. I, the Parent or Legal Guardian furthermore understand, voluntarily accept, and specifically assume responsibility for these risks of injury to the Household Member(s) while in the care and as an Additional Member on the Primary’s Membership at Life Time.

Waiver of Liability and Indemnification. I, the undersigned Parent or Legal Guardian, agree to release and discharge from all liability, and waive all claims, demands and actions against, Life Time (including, its subsidiaries and affiliates) and its owners, directors, operators, employees, agents, vendors and volunteers (“Life Time Parties”) for any and all injuries, harms, or damages sustained by any of the Household Member(s) in connection with their use or presence on its premises, or their use of facilities, equipment, services, programs or activities within or outside its centers, resulting or arising from the negligent acts or omissions of Life Time or the Life Time Parties, or the negligent acts or omissions of me, any of the Household Member(s), Primary, other members, guests, visitors or other persons on the premise. I, the undersigned Parent or Legal Guardian agree to defend, indemnify and hold Life Time and the Life Time Parties harmless to the fullest extent permitted by law from and against any and all Claims brought by anyone against Life Time or the Life Time Parties related to such injuries, harms or damages. My agreement to defend Life Time and the Life Time Parties 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 and the Life Time Parties 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.

Medical Decisions. I, the undersigned Parent or Legal Guardian, agree that in the event the Household Member(s) listed above is/are involved in an incident that requires medical attention, I agree and authorize the Primary responsibility for making all decisions related to medical and survival procedures for the Household Member(s) while the Household Member(s) is/are at Life Time, including but not limited to the decisions about medical care, the administration of drugs and the performance of any and all life sustaining procedures. I, the Parent or Legal Guardian further agree that I agree and authorize the Primary to make any and all arrangements for the Household Member(s)’s transportation and admission to any hospital, health center or medical clinic in the event of any emergency situation involving the Household Member(s).

Health and Safety. I, the undersigned Parent or Legal Guardian, understand that as a member, the Household Member(s) or the Primary they are with must present a membership card in order to access Life Time centers. I represent that the Household Member(s) is/are healthy enough to engage safely in the Use of Life Time Premises and Services, and that the Household Member(s) has/have had the opportunity to talk to a doctor prior to Use of Life Time Premises and Services, which Life Time strongly recommends. I acknowledge that Life Time does not and will not provide medical advice to the Household Member(s). I consent to emergency care by Life Time for the Household Member(s). I acknowledge that the Primary listed above is responsible for the Household Member(s) conduct, health and safety, and that Life Time is not responsible for any medical expenses incurred by the Household Member(s) in connection with the Use of Life Time Premises and Services.

Membership Obligations. I, the undersigned Parent or Legal Guardian, agree that the addition of my Household Member(s) to the Primary’s Membership may result in additional dues and/or fees being charged to the Primary’s payment method. I, the undersigned Parent or Legal Guardian, further agree that Life Time is not responsible for, including but not limited to, any payment or cancellation related issues that arise between myself and the Primary Member in connection to the addition of my Household Member(s) to the Primary’s Membership.

Membership Cancellation. I, the undersigned Parent or Legal Guardian, agree that I must provide notice to Life Time for the removal of my Household Member(s) from the Primary’s Membership by contacting the Center through the email address provided at the time my Household Member(s) were added to the Primary’s Membership, by mail to the Primary’s Primary Center or in person at the Center. I, the undersigned Parent or Legal Guardian, further agree that the Primary member may also remove my Household Member(s) from their Membership as detailed in their membership agreements with Life Time, without notice to me.

Membership Benefits & Services. I, the undersigned Parent or Legal Guardian, agree that the Primary has the full legal authority to sign up my Household Member(s) for, including, but not limited to, any and all Life Time classes, services, camps and lessons; and, I further agree that my Household Member(s) may attend, participate in and utilize all Life Time Membership benefits, including, but not limited to, classes, services, camps and/or lessons as may be allowed based on registration or eligibility requirements.

Club Policies. I, the undersigned Parent or Legal Guardian, understand and agree that the Household Member(s) listed above in the care of the Primary will follow all Life Time club policies, procedures, rules, regulations and other terms applicable to Life Time members and guests. I also understand and agree that a Household Member(s) may be terminated as a Life Time member if they violate Life Time Club Policies, rules and regulations. Life Time’s Club Policies are described within its corporate website, which is currently <https://my.lifetime.life/policy/guest-and-club-policy.html>, posted throughout each club and with each department, if applicable (“Club Policies”). I agree that it is my responsibility that the Household Member(s) in the care of the Primary is/are knowledgeable about and follows the most current Club Policies. For California residents, please review <https://my.lifetime.life/policy/ca-privacy-policy.html> for information about our privacy practices, including the information we collect and your rights relating to your information.



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Image and Likeness Release. I, the undersigned Parent or Legal Guardian, understand that Life Time may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of the Household Member(s) listed above (collectively “Images”) during the Use of Life Time Premises and Services. I hereby irrevocably consent to and grant Life Time the exclusive,

worldwide, perpetual, royalty-free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose, and commercialize any and all such Images (and the right to sublicense such images through unlimited levels of sublicensees) in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction or notification, and without compensating me in any way, and to authorize others to do the same. Without limiting the foregoing, I, the undersigned Parent or Legal Guardian hereby consent to Life Time’s use of the Images for commercial and promotional use, including on corporate or employee social media. Life Time may change, modify, rearrange, add, delete or otherwise alter such Images. I, the undersigned Parent or Legal Guardian waive any right to inspect, approve, or edit such Images as used by Life Time.

Electronic Communications. I, the undersigned Parent or Legal Guardian, expressly consent to receive electronic messages from Life Time at any email address I have provided to Life Time, including messages to advertise or promote products or services (“Marketing Messages”) and messages related to my transactions or relationship with Life Time, including, but not limited to, membership, purchase of products or services, or amendments to this Agreement.

Termination. I, the undersigned Parent or Legal Guardian understand that the Primary may choose to terminate their Membership at any time. If the Primary terminates the Membership, the Household Member(s) Membership will also be terminated on the effective date of the Primary’s termination.

Governing Law. I, the undersigned Parent or Legal Guardian, except where prohibited, agree that all issues and questions concerning the construction, validity, interpretation and enforceability of the Agreement, or the rights and obligations of Parent or Legal Guardian or Life Time in connection with the Agreement, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Minnesota. In addition, any dispute relating to the Agreement shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in Hennepin County, State of Minnesota. I, the Parent or Legal Guardian, hereby irrevocably consents to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction that they may have.

Severability. I, the Parent or Legal Guardian agree that this Agreement, is intended to be as broad and inclusive as permitted under applicable law. If a court declares any part of this Agreement unenforceable, invalid or void, that part alone shall be severed from this Agreement, and the entire remainder of the Agreement, including any partially enforceable provision, shall be fully binding and enforceable to the maximum extent permitted by applicable law.

Other Provisions. I, the undersigned Parent or Legal Guardian, agree that this Agreement is the entire agreement between myself and Life Time and, further, that it supersedes and replaces any prior oral or written agreements or other communications between Parent or Legal Guardian and Life Time with respect to the addition of Household Member(s) to the Primary’s Life Time membership as detailed above. I, the Parent or Legal Guardian, am not relying on any oral or written promises, representations, statements, covenants or warranties, other than those set forth herein, to induce Parent or Legal Guardian to sign this Agreement. This Agreement may be amended, terminated or assigned at any time by Life Time upon such notice, if any, as may be required by law. If Life Time fails to enforce any right in this Agreement for any reason, Life Time does not waive its right to enforce it later.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

- a) **Mandatory Binding Individual Arbitration.** Except as expressly provided below, Life Time and Organization (each a “party” or, together, “us,” “we” or “parties”) agrees that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance, equity or any other legal theory) between us (whether arising out of or relating to past, present or future acts or omissions) (“Claims”) shall be exclusively resolved by binding arbitration on an individual basis, rather than in court (“Arbitration Agreement”).
- b) **Waiver of Class Actions.** We each agree that we will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one person in a single arbitration.
- c) **Waiver of Jury Trial.** We waive our constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.
- d) **Claims Not Subject to Arbitration.** There are only three exceptions to this Arbitration Agreement:
 - i) **Small Claims.** Either party may bring individual Claims in small claims court.
 - ii) **Personal Injury Claims.** Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are Claims arising from injury to the physical structure of the human body.
 - iii) **Emergency Equitable Relief.** Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- e) **Arbitration Procedures.** Either party may initiate an arbitration proceeding, which will be conducted



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by a single neutral arbitrator.

- i) **Arbitration Providers.** Each party has a choice of initiating arbitration before either the American Arbitration Association (“AAA”) or JAMS, which are both established alternative dispute resolution providers (“ADR Providers”). If neither AAA nor JAMS is available to arbitrate, we will agree to select an alternative ADR Provider to administer the arbitration in this Arbitration Agreement.
- ii) **Arbitration Rules.** The arbitration will be conducted under the AAA Consumer Arbitration Rules (available at www.adr.org) or JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) (“Arbitration Rules”). The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.
- iii) **Arbitration Location.** The arbitration hearing will be held at the ADR Provider’s location that is closest to the claimant’s primary residence, unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings.)
- iv) **Fees.** Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.
- v) **Arbitrator’s Authority and Award.** The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the ADR Provider’s Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.
- f) **Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.
- g) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

I certify that I am the Parent or Legal Guardian of the Household Member(s) listed on this Agreement. I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of each Household Member, including but not limited to the right and authority to execute this Agreement on the Household Member(s)’s behalf. As the Parent or Legal Guardian of the Household Member(s), I acknowledge and agree that the Primary assuming responsibility of the Household Member(s) as described above will remain authorized until I remove such authorization. I understand that the terms and conditions of this Agreement are subject to change. I further understand and agree that the terms of the Primary’s General Terms Agreement, Member Usage Agreement and Digital Membership Terms apply to the Household Member(s), including the arbitration agreement, assumption of risk, waiver of liability and indemnification provisions contained therein. I have read this Agreement thoroughly, fully understand and voluntarily accept and agree to all of its terms, received a copy, and have knowingly and voluntarily signed it.

Printed Name of Parent / Legal Guardian of Household Member(s)

Signature of Parent / Legal Guardian of Household Member(s) Date