



# MINOR WAIVER, RELEASE & INDEMNITY AGREEMENT

Minor Member or Participant's Name (Please Print): \_\_\_\_\_

In consideration for permission to participate in any class, program or activity at Fit36, I, for myself, ***and on behalf of the minor child identified above***, our heirs, personal representatives and/or assigns, do hereby release, waive, discharge, and covenant not to sue Fit36, its owners, franchisees, franchisors, employees, contractors, managers and all other related entities and individuals (collectively referred to herein as "Fit36"), from liability for any and all claims for personal injury, illness, death, property damage, or any other claim, including but not limited to claims arising out of the negligence of Fit36, its instructors, its employees or its agents. This waiver and release of liability applies to all Fit36 activities, without limitation, regardless of whether participation is self-directed or organized and led by an employee or agent of Fit36.

It is expressly agreed that participation in any and all Fit36 activities, including but not limited to the use of all Fit36 premises and facilities, without limitation and whether engaging in exercise or physical activities or not, shall be undertaken by the minor at his/her sole risk, and Fit36 shall not be liable for any injuries or any damages to any minor, or the property of any minor, or be subject to any claim, demand, damages or causes of action arising out of the use of, or occurring on, any Fit36 premises or facilities regardless of whether it was caused by the negligence of Fit36. This waiver and release is intended to be as broadly interpreted as allowed under California law.

The Parent/Guardian executing this waiver and release of liability hereby agrees to hold Fit36 harmless from all claims which may be made by or on behalf of any minor listed on this agreement or any of their guests and to indemnify Fit36 from any such claims to the fullest extent allowed under California law. This express indemnification provision specifically includes reimbursement for any and all attorneys' fees and litigation costs incurred by Fit36 or on its behalf as a result of any such claim.

***The Parent/Guardian also expressly acknowledges that he or she is relinquishing, on behalf of the minor child using any Fit36 location, all rights the child may have to sue Fit36 for injuries arising out of the use of any Fit36 premises, facility or service regardless of whether the injuries were caused by the negligence of Fit36, its employees or agents.***

Name of Parent/Guardian (Please Print): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_