



PARTICIPATION AGREEMENT

DATE: _____ - Participation Agreement is valid for one year from this date

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. THIS AGREEMENT CONTAINS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE, AND INDEMNIFICATION, AND A BINDING ARBITRATION AGREEMENT WITH A CLASS ACTION WAIVER

MINOR PARTICIPANT INFORMATION

This form must be completed by a parent, legal guardian or authorized adult of each child (individually and collectively, "Minor Participant") being enrolled in the selected kids program offered by Life Time ("Kids Program").

Full name of **Minor Participant** (First, M.I., Last) _____ Nickname _____ Date of Birth _____ / ____ / ____ Grade _____ Gender _____

Address, City, State, Zip Code _____

Name of **Parent, Legal Guardian or Authorized Adult No. 1** (First, M.I., Last) _____ Cell/Home Telephone Number _____ Work Telephone Number _____

Address, City, State, Zip Code (If different from Minor Participant's Address) _____ Email Address _____

Place of Employment _____ Address, City, State, Zip Code _____

Membership Number of Parent, Legal Guardian or Authorized Adult No. 1 (If applicable) _____ Club Location _____

Name of **Parent, Legal Guardian or Authorized Adult No. 2** (First, M.I., Last) _____ Cell/Home Telephone Number _____ Work Telephone Number _____

Address, City, State, Zip Code (If different from Minor Participant's Address) _____ Email Address _____

Place of Employment _____ Address, City, State, Zip Code _____

Membership Number of Parent, Legal Guardian or Authorized Adult No. 2 (If applicable) _____ Club Location _____

No special instructions are needed to reach parent, legal guardian or authorized adult.

Special instructions are needed to reach parent, legal guardian or authorized adult.

- Special instructions: _____

EMERGENCY CONTACT INFORMATION AND AUTHORIZED PICK-UP

In the event of an emergency, the parent(s), legal guardian(s) or authorized adult(s) listed above will be attempted to be notified first. Please list additional emergency contacts below in case the parent(s), legal guardian(s) or authorized adult(s) are unable to be notified. For non-emergency pick-ups, emergency contacts and authorized pick-ups are allowed to pick up the Minor Participant listed above. In addition, a Minor Participant may be picked up by a designated adult, 18 years of age or older, if Life Time has received from a parent, legal guardian, or authorized adult prior written permission. Emergency contacts and authorized pick-ups must be 18 years of age or older.

Name of **Emergency Contact No. 1** (First, M.I., Last) _____ Cell/Home Telephone Number _____ Work Telephone Number _____

Address, City, State, Zip Code _____ Relationship to **Minor Participant** _____

Name of **Emergency Contact No. 2** (First, M.I., Last) _____ Cell/Home Telephone Number _____ Work Telephone Number _____

Address, City, State, Zip Code _____ Relationship to **Minor Participant** _____

Name of **Authorized Pick-up No. 1** (First, M.I., Last) _____ Cell/Home Telephone Number _____



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Address, City, State, Zip Code

Name of **Authorized Pick-up No. 2** (First, M.I., Last)

Cell/Home Telephone Number

Address, City, State, Zip Code

MEDICAL RELEASE INFORMATION

I agree that in the event the Minor Participant is involved in an accident or other incident that requires medical attention, I, the undersigned will be responsible for making all decisions related to all medical and survival procedures for the Minor Participant, 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 undersigned, further agree to make any and all arrangements for the Minor Participant's transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving the Minor Participant. In the event that I or any other parent(s) or legal guardian(s) are unavailable and it should become necessary, I authorize Life Time to make decisions regarding any and all medical and survival procedures for the Minor Participant, including transportation for emergency care. I, the undersigned, agree that Life Time will not be held liable for any accident or losses, however caused, as further detailed below in the Waiver section.

Name of **Primary Physician/Clinic**

Telephone Number

Address, City, State, Zip Code

Hospital Preference

Telephone Number

Address, City, State, Zip Code

Name of **Dentist/Practice**

Telephone Number

Address, City, State, Zip Code

IMMUNIZATION INFORMATION

- I certify that the Minor Participant has received all necessary immunizations from a medical professional and the immunizations are current.
- I certify that the Minor Participant has NOT received all necessary immunizations due to the immunization being detrimental to the Minor Participant's health, or due to personal or religious beliefs.

Immunization Exclusion Notification

I understand that during an outbreak of a vaccine-preventable disease during the Kids Program, an individual may not be allowed to attend the Kids Program if he or she does not have documented vaccination or immunity to the relevant vaccine-preventable disease. In such an event, I agree that I will not allow my child to attend the Kids Program during such time. Life Time intends to follow the guidance of the applicable department of health.

State specific immunization exemption requirements, if any, can be found in the "State Requirement" section below.

I agree that Life Time, its staff members, volunteers and chaperones are is not liable for the Minor Participant contracting any type of infection, including but not limited to bacterial or viral, while participating in the Kids Program, as further detailed below in the Assumption of Risk, Waiver of Liability and Indemnification: section.

ALLERGIES AND/OR MEDICAL CONDITIONS

ALLERGIES

- Minor Participant does NOT have allergies.
- Minor Participant does have allergies. Check all that apply, check level of severity and describe the type of allergy(s) and reaction. Please also complete the Administration of Medicine section below if any medicine is required in connection with an allergy (e.g., epipen).
- Insect Bite -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____
- Bee Sting -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____



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Seasonal -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Medications -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Food -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Sunscreen -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Insect Repellant -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

Other -- Severity: Mild Moderate Severe --- Describe Type of Allergy(s), Reaction: _____

MEDICAL CONDITIONS AND MEDICINE

Minor Participant does NOT have any recent or past illnesses, injuries or medical treatments of which staff should be aware.

Minor Participant has had a recent or past illness, injury or medical treatment of which staff should be aware.

- Describe illness(es), injury(s) or past medical treatment(s) and limitations: _____

Minor Participant does NOT have asthma

Minor Participant does have asthma, and:

Minor Participant will NOT bring an inhaler.

Minor Participant will bring an inhaler, and:

I give permission for Minor Participant to carry an inhaler on his or her person and self-administer the inhaler as needed to the extent allowed by law. Written authorization may be required. Refer to State Requirement section below for details, if any. I represent to Life Time that Minor Participant is trained, knowledgeable and responsible in the administration of the inhaler for himself or herself.

I do NOT give permission for Minor Participant to carry an inhaler on his or her person. I will complete the requirements under Administration of Medicine below to instruct Life Time what to do with the inhaler.

Minor Participant is NOT currently taking any prescription medications.

Minor Participant is currently taking prescription medication(s), and:

Minor Participant will NOT bring any prescription medication.

Minor Participant will bring prescription medication and I will complete the requirements under Administration of Medicine below for Life Time to administer the prescription medication.

- Prescription Medication – Name(s): _____ Describe reason Minor Participant is taking prescription

medication and any side effects: _____

- _____



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- Minor Participant is NOT currently taking any non-prescription (over-the-counter) medication.
- Minor Participant is currently taking non-prescription (over-the-counter) medication(s), and:
 - Minor Participant will NOT bring any non-prescription (over-the-counter) medication.
 - Minor Participant will bring non-prescription (over-the-counter) medication and I will complete the requirements under Administration of Medicine below for Life Time to administer the non-prescription (over-the-counter) medication.
- Non-Prescription Medication – Name(s): _____ Describe reason Minor Participant is taking non-prescription medication and any side effects: _____
- _____

- Minor Participant will have a personal care assistant with them while participating in Kid’s Programs. I understand and agree such personal care assistant’s participation in Kid’s Programs may be subject to a Life Time background check and is conditioned on my entering into a Personal Care Assistant Agreement, as provided by Life Time.

Life Time will attempt in good faith to accommodate illnesses, injuries, medical treatments and limitations where possible and where such accommodation does not require 1:1 care or additional staffing, but Life Time cannot guarantee any such accommodations.

ADMINISTRATION OF MEDICINE

- I do NOT wish Life Time to administer any medication, either prescription or over-the-counter, to the Minor Participant during the Kids Program. The Minor Participant will not bring any medication to the Kids Program, other than an inhaler if so indicated above that Minor Participant will administer himself or herself.
- I do wish a designated Life Time staff member to administer medication, either prescription or over-the-counter, to the Minor Participant during the Kids Program.

I understand that Life Time requires the following prescription and over-the-counter medication information and **that no prescription or over-the-counter medication(s) will be administered by Life Time until the following have been properly provided:**

Medication Authorization Form / Physician's Letter. Written authorization may be required. Refer to the State Requirement section below for details and complete any necessary forms indicated in the State Requirement section. Any medication administration authorization form signed in connection with this Participation Agreement is expressly subject to and incorporated as part of this Participation Agreement.

Medication Container.

- Any prescription medication to be administered during the Kids Program must be provided in a container with a pharmacy label clearly stating the name of the medication, Minor Participant's first and last name, medication dosage and frequency, the method of administration, the date and duration of the prescription and the recommending physician's name. I understand that any prescription medication will be administered according to the instructions on the container.
- Any over-the-counter medications to be administered during the Kids Program must be provided in its original container and have the Minor Participant's full name, frequency and dosage clearly marked on the container. I understand that any over-the-counter medication will be administered according to the instructions on the container.
- Any expired prescription or over-the-counter medication will not be administered.
- Any medication must be delivered only to a Kid’s Manager, Kid’s Assistant Manager or Camp Supervisor by a parent or legal guardian of the Minor Participant. I understand that any changes in any medication require a new container that meets the requirements listed in this section.

SUNSCREEN AND INSECT REPELLANT POLICY

Life Time does not provide sunscreen or insect repellent. The Minor Participant’s parent, legal guardian or authorized adult is responsible for providing sunscreen and/or insect repellent. Sunscreen and insect repellent provided for the Minor Participant must be in the original container clearly marked with the Minor Participant’s first and last name. Life Time will not apply or assist in the application of sunscreen or insect repellent to Minor Participants in its care, with the exception of those with spray applicators, and then only to the extent allowed by law. Sunscreen and insect repellent will be applied according to manufacturer’s recommendations and instructions. Sunscreen must have a minimum sunburn protection factor (SPF) of 15. Supervised Minor Participants aged six years and older may self-administer sunscreen and insect repellent.

- I do NOT consent to have sunscreen applied to the Minor Participant.
- I consent to have sunscreen applied to the Minor Participant to the extent allowed by law.

Authorization is effective for the one-year term of this Participation Agreement.



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Type of Sunscreen (must be spray applicator): _____ SPF: _____

I do NOT consent to have insect repellent applied to the Minor Participant.

I consent to have insect repellent applied to the Minor Participant to the extent allowed by law.

Authorization is effective for the one-year term of this Participation Agreement.

Type of insect repellent (must be spray applicator): _____

FOOD POLICY

Life Time will serve or provide a time for snacks and provide a time for meals to Minor Participant in accordance with the following schedule:

- (1) If Minor Participant has been in Life Time’s care for more than 2 hours, but less than 4 hours, Life Time will serve or provide time for 1 snack;
- (2) If Minor Participant has been in Life Time’s care for 4 to 6 hours, Life Time will serve or provide time for 1 snack and provide time for 1 meal;
- (3) If Minor Participant has been in Life Time’s care for 7 to 10 hours, Life Time will serve or provide time for 2 snacks and provide time for 1 meal; and
- (4) If Minor Participant has been in Life Time’s care for 11 hours or more, Life Time will serve or provide time for 2 snacks and provide time for 2 meals.

All snacks provided by Life Time will be within the guidelines of the Food Guide Pyramid, as developed and recommended by the U.S. Dept. of Agriculture. **For Minor Participants with food allergies (as detailed above) or a special diet (as detailed immediately below), parents, legal guardians or authorized adults are responsible to provide snacks from home and absent providing any snack then Life Time is authorized to provide all snacks to the Minor Participant unless the applicable snack is clearly adverse to such allergy or special diet. No refrigeration will be provided for snacks or meals; please include only appropriate non-perishable food items.** Each parent, legal guardian or authorized adult shall be responsible for ensuring that any such snacks and meals meet the dietary guidelines for Americans established by the U.S. Dept. of Agriculture. Please ensure that each snack and meal is **labeled with your Minor Participant’s first and last name and date.**

Minor Participant does NOT require a special diet.

Minor Participant does require a special diet.

- Special Diet – Describe diet: _____

ADMISSION, PICK-UP AND DROP-OFF POLICIES

Life Time will allow only a parent, legal guardian or authorized adult to admit Minor Participant into the care of Life Time by signing Minor Participant into the care of Life Time. Life Time does not allow Minor Participants to be dropped off at the Kids Program unless a Life Time staff member is there to receive and supervise the Minor Participant.

Minor Participants may only be signed out of the care of Life Time to Minor Participant’s parent, legal guardian, authorized adult, emergency contact or authorized pick-up listed above or to a designated adult specified by prior written approval provided to Life Time. **GOVERNMENT-ISSUED PICTURE IDENTIFICATION WILL BE REQUIRED EVERY TIME THE MINOR PARTICIPANT IS TO BE RELEASED FROM LIFE TIME.**

Late Fee Pick-up Policy: Life Time requires that a parent, legal guardian, authorized adult or authorized pick-up call the Life Time Activity Center if he or she knows or suspects that he or she will be late in picking up the Minor Participant. A Late Pick-Up Fee will be charged in the amount of \$20.00 for the first 15 minutes that a parent, legal guardian, authorized adult or authorized pick-up is late and \$1.00 per minute thereafter. This Late Pick-Up Fee is payable upon the parent, legal guardian, authorized adult or other authorized pick-up’s arrival or it will be due the following day. If the Minor Participant is left for 2 hours past the Kids Program pick up time without a parent, legal guardian or authorized adult notifying the staff and the staff is unable to locate an emergency contact, the police will be notified. If the Minor Participant is left for 1 hour or more past the Kids Program pick up time on 2 occasions without notifying the Life Time Activity Center, Minor Participant will no longer be allowed to participate in the Kids Program. Upon such event, no fees will be refunded by Life Time.

ACTIVITY PARTICIPATION

SWIMMING: A swim test will be conducted to determine Minor Participant’s swimming abilities. Minor Participants must pass the swim test to be allowed to enter water above Minor Participant’s shoulder height and to use the water slide(s). Swim tests will only be administered for the Kids Program where swimming is included as an activity or elective. Additional state and manufacturer’s requirements may apply before Minor Participant is allowed to use the water slide(s).

ACTIVITY PERMISSION: I agree and give my permission for the Minor Participant to participate in the Kids Program that may include, but are not limited to depending upon the Kids Program, swimming or wading in the pool and use of the waterslides, rock climbing, gym games, sport specific games, arts and crafts, self-select stations, viewing pre-identified age appropriate videos and attending a weekly field trip. Certain activities for the Kids Programs require additional forms to be completed prior to the Minor Participant’s participation.



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GENERAL POLICIES

Club Policies: The Club Policies, including the Guest & Club Policies, the Terms of Use and the Privacy Policy, establish policies, procedures, rules, regulations and other terms applicable to Life Time members and guests. Life Time's Club Policies are located on or referenced within its corporate website, which is currently www.lifetime.life. I agree that it is my responsibility to know and follow 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.

Disciplinary Withdrawal of Minor Participant: A Life Time Department Manager or General Manager may withdraw a Minor Participant from the Kids Program as a final disciplinary option for conduct that is deemed detrimental to the Minor Participant, another Minor Participant, Life Time or the Kids Program, including, but not limited to, showing disrespect for others, treating equipment poorly and/or disobeying Life Time staff members. A Minor Participant withdrawn from the Kids Program may not be afforded the option to register for any additional Kids Program and no refunds or other credits will be given. A Minor Participant withdrawn from the Kids Program will be supervised until a Parent, Legal Guardian or Authorized Adult is able to sign the withdrawn Minor Participant out of Life Time's care. Reference Life Time's Kid's Program's Behavior Policy and/or Life Time's Club Policies regarding proper behavior/conduct while at a Life Time club or on a Life Time sponsored field trip.

Illness Non-Admittance or Withdrawal: A sick Minor Participant will not be admitted into the Kids Program. The Parent, Legal Guardian or Authorized Adult of a Minor Participant will be contacted to pick them up if they become ill during the Kids Program. A Minor Participant withdrawn from the Kids Program will be supervised until a Parent, Legal Guardian, Authorized Adult or Authorized Pick-up is able to sign the withdrawn Minor Participant out of Life Time's care. The Parent, Legal Guardian, Authorized Adult or Authorized Pick-up must pick up the sick Minor Participant immediately. Refer to Life Time's *Exclusion of Sick Children Policy* for additional information in regards to sick children.

Communicable Disease: Life Time must be informed within 24 hours if a Minor Participant or any member of their immediate household shows signs, has symptoms or has tested positive for any reportable communicable disease, as defined by the State Board of Health. If the reportable communicable disease is life-threatening, Life Time must be notified immediately.

Injury Withdrawal: A Minor Participant injured prior to or during the Kids Program may be withdrawn if a reasonable accommodation is not found that is acceptable to the Parents, Legal Guardian or Authorized Adult responsible for the Minor Participant or if it fundamentally alters the Kids Program offered by Life Time. A Minor Participant withdrawn from the Kids Program will be supervised until a Parent, Legal Guardian or Authorized Adult is able to sign the withdrawn Minor Participant out of Life Time's care.

Suspected Child Abuse: If Life Time has reason to suspect that a child is abused or neglected, Life Time may be required to report the matter immediately to local child protective services, or law enforcement agencies.

Electronic Communications: I expressly consent to receive electronic messages from Life Time, including messages to advertise or promote products or services and messages related to the Kids Program, including but not limited to communications related to Life Time's fees.

Image and Likeness Release: I understand that Life Time, or a third party authorized by Life Time, may take photographs, audio or video recordings, or testimonial accounts that may contain the name, image, voice, likeness or account of me (collectively "Images") during the use of the Kids Program. 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 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 waive any right to inspect, approve, or edit such Images as used by Life Time.

Registration: Registration numbers are based on space availability. Early registration is recommended.

T-shirts: T-shirts are required for Minor Participant to attend any field trip and may be purchased upon registration in the applicable Kid's Program.

Personal Electronic Devices: The use of Personal Electronic Devices, including but not limited to cell phones, iPods, tablets, wireless earbuds and smart watches, are not permitted.

Off-Premise Transportation of Minor Participant: If the undersigned has enrolled a Minor Participant in the Kids Program that involves field trips and transportation, the undersigned authorizes Minor Participant to participate in the Kids Program's fieldtrips and authorizes Life Time and its contractors to transport Minor Participant in a vehicle.

On-Premise Transportation of Minor Participant: If the undersigned has enrolled a Minor Participant in the Kids Program that involves the use of another area/department located within Life Time's facilities/property, the undersigned authorizes Minor Participant to participate in such portion of the Kids Program and authorizes a Life Time staff member to transport Minor Participant to such designated service. On-Premise Transportation of Minor Participant is subject to State Statutory Guidelines and Provisions and may not be available at all Life Time locations.

Required Documents: I understand and agree that registration in Kid's Programs may be contingent upon Life Time's receipt of finalized, required documents, including, but not limited to, the Kid's Program Registration Agreement, Participation Agreement, Climbing Waiver, state required forms and/or any and all other forms ("Required Documents"). Furthermore, I agree that this Kid's Program Participation Agreement is subject to the terms of the Kid's Program Registration Agreement.



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Severability: I 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.

Assumption of Risk, Waiver of Liability and Indemnification: I understand and agree that the Kids Program involves risks of injury or damage. I elect for the Minor Participant(s) listed above to participate in the Kids Program, which includes the use of Life Time premises, facilities, services, equipment, products and activities and may include participation in off-premises activities voluntarily in spite of the risk. I further understand and agree to all of the terms and conditions of the Kids Program participation agreement and that the terms of my General Terms Agreement and Member Usage Agreement apply to the Kids Program and the Minor Participant(s), including the assumption of risk, waiver of liability and indemnification provisions contained therein.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

- a. **Mandatory Binding Individual Arbitration.** Except as expressly provided below, Life Time and I (each a "party" or, together, "us," "we" or "parties") agree 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 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.



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- vi. **Governing Law.** This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.
- vii. **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.
- viii. **Survivability.** Life Time and I agree that this Arbitration Agreement with Class Waiver shall apply to all Claims regardless of whether such Claim arises out of acts or omissions that occur before or after the termination of any membership or service or that occur before or after the termination of this Agreement.

BY ACCEPTING THIS AGREEMENT (WHETHER BY CLICKING TO ACCEPT ONLINE, BY SIGNING A SIGNATURE PAD IN CLUB OR OTHERWISE), I, the undersigned Parent, Legal Guardian, or Authorized Adult, have read, understood, and received a copy of this Participation Agreement, including specifically the binding arbitration agreement with class action waiver, and hereby knowingly and voluntarily execute the foregoing for and on behalf of myself and the Minor Participant and agree to bind myself, the Minor Participant and any heirs, next of kin, assigns or personal representatives to such terms. Minor Participant will receive the privilege of participating in the Kids Program, and I agree that he or she will abide by all rules, regulations and policies of Life Time, which are subject to change without notice. I represent that I have full legal authority to act for and on behalf of the Minor Participant, and I agree to indemnify and hold harmless Life Time, Inc. and its subsidiaries for any expenses, claims or liabilities that may arise as a result of any insufficiency of my full legal authority to execute the foregoing.

Signature: _____ Phone: _____ Date _____