



## Loggerhead Fitness Policy on Minors

1. In consideration of this agreement, Waterfront Fitness d/b/a/ Loggerhead Fitness offers this agreement and will allow the minor age 12-17 to use the facility subject to the Parent, Member, Guardian and Minor (hereinafter collectively referred to as "Parent/Member/Guardian") agreeing to the following additional terms and conditions:
2. You agree you are aware that your son or daughter named below will be engaging in physical exercise involving various sports, coordination events and fitness training which could cause injury to them. You agree that your son or daughter is voluntarily participating in these activities and is assuming all risks of injury that might result. You hereby agree to waive any claims or rights that you might otherwise have to sue us, our employees, owners, officers or agents for injuries that might occur as a result of these activities. We will make no evaluation or recommendation whether your son or daughter is physically fit for any exercise activity. If your son or daughter has any physical condition that may impair their ability to engage in these activities, it is your responsibility to obtain a physician's statement describing any limitations to participate in this program. It is always advisable to consult your physician prior to undertaking any exercise program.
3. **NOTICE:** Parent/Member/Guardian understands that use of the facility, the premises, equipment, locker room and bathroom areas, saunas, common areas, outside parking areas or otherwise, can sometimes result in liability arising out of an accident, slip and fall, trip and fall, injury, death and loss or damage to person or property. Liability includes without limitation any claim arising out of tort, contract or otherwise, for death, injury or damage to person, property, real or personal, tangible or intangible, or any other claim, loss or damage (hereinafter referred to as "liability.")
4. **WAIVER, RELEASE, & INDEMNIFICATION:** It is the intent of the parties to shift 100% of ALL liability from Loggerhead Fitness to the Parent/Member/Guardian. Waterfront Fitness Inc. means Waterfront Fitness d/b/a Loggerhead Fitness and its officers, directors, stockholders, employees, trainers, independent contractors, agents, apparent and otherwise (hereinafter collectively referred to as "Loggerhead Fitness.") As a result, the Parent/Member/Guardian agree(s) to release Loggerhead Fitness from its own negligence and all other liability and (b) to defend and indemnify Loggerhead Fitness from any and all claims brought by, or on behalf of, the Parent/Member/Guardian, his/her spouse, parents, children and/or guests. Therefore, 100% of liability is hereby shifted from Loggerhead Fitness to the Parent/Member/Guardian.
5. This is the entire agreement between the parties unless the both agree otherwise in writing, there are no oral representations to the contrary and the parties herein do hereby agree to the above.

### PLEASE DO NOT SIGN WITHOUT READING THIS FORM

Print Minor's Name: \_\_\_\_\_

Print Name of Parent/Member/Guardian: \_\_\_\_\_

Signature of Parent/Member/Guardian: \_\_\_\_\_  
Parent/Member/Guardian Individually  
and on behalf of the Minor

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