 **PARENTAL CONSENT & WAIVER**

This agreement must be completed by the parent or legal guardian of all participants between the ages of 14-17 who desires to use FRANKENMUTH FITNESS INC (DBA) Diversified fitness club. including, but not limited to the 24-hour access, sauna, steam room, classes, programs or equipment of the club and such use may only occur if authorized by a parent or legal guardian. This form must be completed, and no exceptions will be made.

FULL NAME OF PARENT OR GUARDIAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF MINOR CHILD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CITY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ZIP CODE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HOME TELPHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OTHER PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **RULES**

 I UNDERSTAND THAT ANY FAILURE ON THE PART OF ME OR MY MINOR CHILD TO ABIDE BY THE CLUB AND 24-HOUR RULES AND REGULATIONS MAY RESULT IN THE REVOCATION OF CLUB PRIVILEGES. INITIALS**\_\_\_\_\_\_\_\_\_\_**

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO MAKE MY MINOR CHILD AWARE OF THE RULES AND REGULATIONS OF THE CLUB, INCLUDING 24 HOUR RULES, AS POSTED THROUGHOUT THE CLUB AND/OR CONTAINED IN THIS PARENTAL CONSENT AGREEMENT OR THE MEMBERSHIP AGREEMENT. INITIALS\_\_\_\_\_\_\_\_\_\_

I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR THE ACTIONS OF MY MINOR CHILD AND ASSUME ALL RISKS OF ILLNESS, INJURY, AND LOSS TO THE CHILD AND/OR THE CHILD’S PERSONAL PROPERTY INCLUDING THEFT OF SUCH PROPERTY. INITIALS\_\_\_\_\_\_\_\_\_\_

I UNDERSTAND THAT I AM FULLY RESPONSIBLE FOR ACCOMPANYING AND OR MAKING SURE MY MINOR CHILD IS ACCOMPANIED BY AN ADULT OF 18 YEARS OR OLDER DURING NONE STAFFED HOURS. FAILURE TO COMPLY TO THIS REGULATION MAY RESULT IN THE REVOCATION OF CLUB PRIVILEGES. INITIALS\_\_\_\_\_\_\_\_\_\_

 ACKNOWLEDGEMENT OF RISK, RELEASE, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

 *NOTICE: This is a legally binding document. If not understood, legal advice should be sought.*

 **AGREEMENT OF RELEASE**

The undersigned user’s parent or legal guardian hereby acknowledges and agrees the use of the facility not limited to the sauna, steam room, 24-hour access, classes or programs, or equipment of the club has inherent risks user’s parent or legal guardian fully recognizes and appreciates the possible danger with participating in using the club and its equipment, classes, 24-hour access, programs, sauna, or steam room. User’s parent or legal guardian further represents and warrants to FRANKENMUTH FITNESS INC that User’s parent or legal guardian has full knowledge of the nature and extent of all risks associated with using our 24-hour club for fitness related activities. User’s parent or legal guardian also warrants they have consulted their health care professional before engaging in any form of exercise to determine whether it is safe for the User. User’s parent or legal guardian also warrants User to cease all activities they engage at the facility if they begin to experience, but not limited to shortness of breath, dizziness, pains or lightness in the chest, arms, or legs. INITIALS\_\_\_\_\_\_\_\_\_\_

 **RELEASE**

In consideration of User being permitted to use the Facilities of FRANKENMUTH FITNESS INC User’s parent or legal guardian expressly agrees that all use of the Facilities shall be undertaken at User’s sole risk and that FRANKENMUTH FITNESS INC and its Employees or Independent Instructors shall not be liable for any claims, demands, injuries, damages, actions or cause of actions whatsoever to User, User’s heirs, next of kin, personal representatives, and assigns or User’s property arising out of or connected with the use of the facilities, equipment, 24-access, steam room, sauna, classes or programs, or the premises where same are located and User’s parent or legal guardian hereby expressly forever release and discharge FRANKENMUTH FITNESS INC and the Employees and Independent Contractors from all such claims, demands, injuries, damages, actions or causes of actions and from all acts of active or passive negligence on the part of FRANKENMUTH FITNESS INC, its Employees or Independent Contractors.

In consideration of user being permitted to use the facilities, equipment, 24-access, classes or programs, User’s parent or legal guardian further agrees to INDEMNIFY AND HOLD HARMLESS FRANKENMUTH FITNESS INC, its Employees, and Independent Instructors (including without limitation the reasonable attorney’s fees incurred FRANKENMUTH FITNESS INC its Employees and Independent Instructors and any increase in liability insurance premiums incurred by FRANKENMUTH FITNESS INC, as a result of any claim made of loss suffered by User), such indemnity to be of and steam room, and sauna from any nature whatsoever arising out of or in any way relating to User’s use of the Facility, equipment, 24-access, steam room, sauna, classes or programs regardless of whether User followed club rules, safety policies or received training from FRANKENMUTH FITNESS INC, its Employees or Independent Instructors.

 User’s parent or legal guardian hereby represents and warrants to FRANKENMUTH FITNESS INC, that User’s parent or legal guardian has full knowledge of the nature and extent of the User’s risk inherent in the use of the Facilities, equipment, 24-hour access, steam room, sauna, classes, or programs and is voluntarily assuming all such risks. User’s parent or legal guardian understands the User’s parent or legal guardian will be solely responsible for any loss or damage including death, User sustains while using the Facilities, equipment, 24-access, steam room, sauna, classes, or programs and by the Waiver and Release User’s parent or legal guardian is relieving FRANKENMUTH FITNESS INC, and its Employees and Independent Instructors from all liability for such loss, damage, or death.

User’s parent or legal guardian represents and warrants to FRANKENMUTH FITNESS INC, that they the parent or legal guardian are of lawful age 18 years old or older and otherwise legally competent to sign this Waiver and Release. User’s parent or legal guardian understands that the terms of this Waiver and Release are legally binding and User’s parent or legal guardian certifies that the parent or legal guardian is signing this Waiver and Release of their free will, having carefully read and understood the terms.

User’s parent or legal guardian understands that FRANKENMUTH FITNESS INC, is permitting User to use the Facilities, equipment, 24-access, classes, steam room, sauna, or programs in reliance upon the binding effect of this Waiver and Release and upon User’s parent or legal guardian representation and warranties contained in this Waiver and Release.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Minor limited user access agreement

14 and 15 year olds may only be permitted access to the use of the facility by themselves when a staff member is working in the facility during normal staffed hours and all waivers have been signed by a parent or legal guardian. 16 and 17 year olds may only be permitted access to the use of the facility by themselves within the deemed hours set by Michigan’s state law/limitations of their driver's license and all waivers have been signed by a parent or legal guardian. Staff members hold the right to ask minors to stop or alter their exercise at any time if it is deemed dangerous or risky to them or other members, failure to comply could result in termination of membership. In consideration of users being permitted to use the facilities by themselves within the given parameters of their contract. FRANKENMUTH FITNESS INC User’s parent or legal guardian expressly agrees that all use of the Facilities shall be undertaken at User’s sole risk and that FRANKENMUTH FITNESS INC and its Employees or Independent Instructors shall not be liable for any claims, demands, injuries, damages, actions or cause of actions whatsoever to User, User’s heirs, next of kin, personal representatives, and assigns or User’s property arising out of or connected with the use of the facilities.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

