



MEDICAL CONSENT & RELEASE FORM LIFE TIME SWIM TEAM

DATE:

PARTICIPANT INFORMATION (“Participant”)

This form must be completed by a parent, legal guardian or authorized adult of each swim team participant (individually and collectively, “Participant”) being enrolled in the Life Time Swim Team program (“Swim Team”).

Full name of **Participant** (First, M.I., Last) _____ Date of Birth _____

Address, City, State, Zip Code _____

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

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

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

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

Membership Number _____ Club Name _____

EMERGENCY CONTACT INFORMATION

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. Emergency contacts must be 18 years of age or older.

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

Address, City, State, Zip Code _____ Email Address _____

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

Address, City, State, Zip Code _____ Email Address _____

MEDICAL RELEASE INFORMATION

I agree that in the event the 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 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 Participant’s transportation and admittance to any hospital, health center or medical clinic in the event of any emergency situation involving the Participant. In the event that I or any other parent(s) or legal guardian(s) or authorized adult(s) are unavailable, and it should become necessary, I authorize Life Time and/or (if I have so designated as such in writing) a chaperone in attendance with the Participant at an event to make decisions regarding any and all medical and survival procedures for the Participant, including transportation for emergency care. In addition, I authorize, including but not limited to, physicians, nurses, dentists and staff to perform, including but not limited to, any diagnostic procedures, treatment procedures and operative procedures to the Participant. Furthermore, I agree that I have not been given any guarantee as to the results of any treatment and/or procedure performed on Participant. If Participant is at a USA Swimming® event or competition as



a member of a Life Time sponsored swim team, I agree that the agreement(s) I executed with USA Swimming®, including but not limited to, the medical care of the Participant, control but only in the event of any conflict with this Medical Consent and Release Form or any other agreement with Life Time. The undersigned further agrees they accept all financial responsibility for any and all medical procedures and/or treatments administered to the Participant and that Life Time, including but not limited to, its direct and indirect subsidiaries and affiliates, directors, officers, agents, coaches, officials, representatives, chaperones, staff, Team Members and volunteers (collectively, “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

INSURANCE INFORMATION

 Insurance Company Policy Number Group Number

IMMUNIZATION INFORMATION

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

Immunization Exclusion Notification

I understand that during an outbreak of a vaccine-preventable disease an individual may not be allowed to attend, including but not limited to, Swim Team practices, events, meets and competitions (“Events”) 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 Events during such time. Life Time intends to follow the guidance of the applicable department of health or other governing regulatory body or agency.

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

ALLERGIES AND/OR MEDICAL CONDITIONS

ALLERGIES

- Participant does NOT have allergies.
- 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: _____



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

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

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: _____

Participant does NOT have asthma

Participant does have asthma, and:

Participant will NOT bring an inhaler.

Participant will bring an inhaler, and:

I give permission for Participant to carry an inhaler on his or her person and self-administer the inhaler as needed to the extent allowed by law. I represent to Life Time that Participant is trained, knowledgeable and responsible in the administration of the inhaler for themselves.

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

Participant is NOT currently taking any prescription medications.

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

Participant will NOT bring any prescription medication.

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 Participant is taking prescription medication and any side effects: _____



- Participant is NOT currently taking any non-prescription (over-the-counter) medication.
- Participant is currently taking non-prescription (over-the-counter) medication(s), and:
 - Participant will NOT bring any non-prescription (over-the-counter) medication.
 - 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 Participant is taking non-prescription medication and any side effects: _____

- Participant will have a personal care assistant with them while participating in Swim Team Events. I understand and agree such personal care assistant's participation in Swim Team Events 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 Participant during the Swim Team Event. The Participant will not bring any medication to the Swim Team Event, other than an inhaler if so indicated above that Participant will administer themselves.
- I do wish a designated Life Time staff member to administer medication, either prescription or over-the-counter, to the Participant during a Swim Team Event.

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

Medication Container.

- Any prescription medication to be administered during the Swim Team Event must be provided in a container with a pharmacy label clearly stating the name of the medication, 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 Swim Team Event must be provided in its original container and have the 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 Swim Team coach by a parent or legal guardian of the Participant. I understand that any changes in any medication require a new container that meets the requirements listed in this section.

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 the Participant's and 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 Participant: A Life Time Swim Team Coach, Department Manager or General Manager may withdraw a Participant from the Swim Team as a final disciplinary option for conduct that is deemed detrimental to the Participant, another Participant, Life Time or the Swim Team staff, including, but not limited to, showing disrespect for others, treating



equipment poorly, bullying, injurious behavior and/or disobeying Life Time staff members. A Participant withdrawn from the Swim Team may not be afforded the option to register in the future for the Swim Team and/or Swim Team Events and no refunds or other credits will be given. A Participant withdrawn from the Swim Team will be supervised until a Parent, Legal Guardian or Authorized Adult is able to take responsibility for the withdrawn Participant out of Life Time's care. Reference Life Time's Swim Team Handbook, Pool Rules and/or Life Time's Club Policies regarding proper behavior/conduct while at a Life Time Swim Team Event or while on a Life Time Swim Team travel Event.

Illness Non-Admittance or Withdrawal: A sick Participant will not be admitted into a Swim Team Event. The Parent, Legal Guardian or Authorized Adult of a Participant will be contacted to pick them up if they become ill during a Swim Team Event. A Participant withdrawn from a Swim Team Event will be supervised until a Parent, Legal Guardian, Authorized Adult or Authorized Pick-up is able to take responsibility for the withdrawn Participant out of Life Time's care. The Parent, Legal Guardian, Authorized Adult or Authorized Pick-up must pick up the sick Participant immediately.

Communicable Disease: Life Time must be informed within 24 hours if a 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 Participant injured prior to or during the Swim Team Event may be withdrawn. A Participant withdrawn from the Swim Team Event will be supervised until a Parent, Legal Guardian or Authorized Adult is able to assume responsibility for the withdrawn 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 Swim Team and/or Swim Team Event, 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 a Life Time facility for, including but not limited to, a Swim Team Event or for a competition or event outside of Life Time, but. 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 sublicenses) 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.

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 Swim Team involves risks of injury or damage. I elect for the Participant(s) listed above to participate in Swim Team Event, which includes the use of Life Time premises, facilities, services, equipment, products and activities and may include participation in off-premises Events, voluntarily in spite of the risk. I further understand and agree to all of the terms and conditions of any and all Swim Team agreement(s) and that the terms of my General Terms Agreement, Member Usage Agreement and the Digital Membership Terms apply to the Swim Team and the Participant(s), including the assumption of risk, waiver of liability and indemnification provisions contained therein. Furthermore, I hereby release, absolve, indemnify and hold harmless LTF Club Operations Company, Inc. in the United States and its subsidiary LTF Club Operations Company Canada Inc. in Canada, these companies and Life Time, Inc., their direct and indirect subsidiaries and affiliates, and all of their employees, contractors, officers, directors, agents, representatives, sponsors, volunteers and any other entity or person acting for them, and all of their successors and assigns (Collectively, "Life Time")

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 (i, ii & iii) to this Arbitration Agreement except for in Claims brought forth in Texas there are four exceptions (i, ii, iii & iv):
 - 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.
 - iv. **Filing of Claim Against Security with Texas Secretary of State.** To the extent applicable, you may file a claim directly with the Texas secretary of state against the security we have filed or posted, if any, pursuant to the Health Spa Act, Tex. Occupations Code Ann. § 702.251.
- 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.
 - 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 this Medical Consent & Release Form, 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 Participant and agree to bind myself, the Participant and any heirs, next of kin, assigns or personal representatives to such terms. Participant will receive the privilege of participating in the Swim Team, 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 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: _____ Date _____