



RELEASE OF LIABILITY

By signing below, I hereby warrant that I am the parent or legal guardian of the child listed below, who is a minor (hereinafter, "Child"). In consideration of being allowed to have my Child participate in programs offered by In-Shape Health Clubs, LLC ("ISHC") or taking place at ISHC's facilities, I agree to the following:

(1) The use of the facilities of ISHC, may involve physical exertion, fitness training, exercise, swimming, tennis, basketball, racquetball, weight lifting, aerobic conditioning, cardio training, and other sporting and recreation activities, all of which involve a risk of serious bodily, personal or mental injury or death, whether caused by the act, failure to act or negligence of ISHC personnel, members, guests, or independent contractors. I voluntarily accept and assume the risk of such injury for my Child.

(2) ISHC and its subsidiaries, and each of their employees, officers, owners, directors, independent contractors and agents (collectively, the "ISHC Parties"), will not be liable to me, my Child, our heirs, representatives or estates for any injury sustained by my Child including, without limitation, personal injury, bodily injury, mental injury or death, occurring while my child is at any premises of ISHC, or resulting from my Child's use of any facilities or equipment thereon or participation in any sports, activities, exercises, classes, training, instruction, observation, recreation, or other events, regardless of the cause of such injury or death, including negligence.

(3) FOR MYSELF AND MY CHILD, I HEREBY RELEASE, WAIVE AND DISCHARGE THE ISHC PARTIES FROM, AND COVENANT NOT TO SUE THEM FOR, any injury or liability to me or my Child, our heirs, representatives, or estates for any loss, damage, or claim therefore on account of injury or death to my Child, whether caused by any negligent act or omission of the ISHC Parties or otherwise.

(4) I agree to indemnify the ISHC Parties against, and hold them harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from my Child's use of facilities or equipment of ISHC, or participation in any sports, activities, exercises, classes, training, instruction, or observation provided by the ISHC Parties.

(5) I further agree that the foregoing release of liability is intended to be as broad and inclusive as is permitted by the laws of California and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I acknowledge that I have read this release of liability and that I am aware of its legal consequences, including that it prevents me, my Child and our heirs, representatives and estates from suing or asserting any claims for damages against the ISHC Parties if my Child is injured or damaged due to any negligent act or omission of the ISHC Parties while in, on or about the facilities or premises of ISHC, or participating in any activity of the ISHC Parties.

READ THIS DOCUMENT AND UNDERSTAND IT BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY.

Print Name of Child

Print Name of Parent

Date: _____

Signature of Parent