

LIABILITY WAIVER AND ASSUMPTION OF RISK

I, the undersigned, on behalf of myself, my legal representatives, heirs and assigns (collectively, "I," or "myself") and on behalf of each of my minor children and/or legal wards listed below, and their legal representatives, heirs and assigns (my "Child"), enter into this Liability Waiver and Assumption of Risk (this "Waiver") for the benefit of Starmark Camhood II, LLC, Starmark Club Leasing, LLC and WellBridge Club Management, Inc., and their owners, agents, employees, independent contractors, affiliates, successors and assigns (collectively the "Club") as a condition for my Child's participation in the activities, services and benefits provided by the Club (collectively, the "Activities"), including without limitation the following, whether occurring at Club facilities or elsewhere, with or without the use of machinery, equipment, or other supplies provided by the Club: (i) strength training such as isometric exercises and use of free weights, weight machines and other equipment, (ii) flexibility training such as stretching or use of exercise machines or balls, (iii) spa activities such as massage, tanning, hair removal or use of a sauna or jacuzzi, (iv) cardiovascular and endurance activities such as running, swimming, aerobics, yoga, kick-boxing, hiking, biking or stair climbing, (v) sports such as organized sports and ball games, (vi) educational activities such as lessons on physical fitness and nutrition, (vii) other children's activities such as arts and crafts, outings to parks, water parks, amusement parks, museums or zoos, and (viii) miscellaneous related activities such as changing clothes, showering and eating.

I feel my Child should have the maximum opportunity to participate in sporting, recreational, educational, and other activities where certain risks may exist. Specifically, I feel it is in my Child's best interest to participate in the Activities, and consequently I have requested that my Child participate in any and all of the Activities.

1. ASSUMPTION OF RISKS. I understand that the Activities all inherently involve risks and potential dangers, and recognize the Activities may result in accident, loss, damage, or physical injury ranging from hurt feelings, destruction of personal property, cuts, scrapes, bruises, burns, sprains, strains, pulls and/or broken bones to brain damage, paralysis or death. I am not relying on the Club to provide a list of all the possible risks and dangers that could potentially affect my Child, either in this Waiver or at any time, now or in the future. I hereby agree on behalf of myself and my Child to ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY, OR OTHER DAMAGES to my Child, his/her property, or the property of others which may in any way, whether foreseeable or not, arise out of the Activities and/or from the actions – specifically including negligent acts or omissions – of all persons involved either directly or indirectly in the Activities. I KNOW AND FULLY APPRECIATE THAT THE ACTIVITIES EXPOSE MY CHILD TO RISK OF SERIOUS PERSONAL INJURY AND DEATH. I FULLY APPRECIATE THESE DANGERS AND VOLUNTARILY ASSUME THESE RISKS. I FURTHER CONSENT TO EMERGENCY MEDICAL OR HOSPITAL SERVICE THAT MAY BE RENDERED IN MY ABSENCE BY AN ACCREDITED OR BY AN APPOINTED PHYSICIAN IN THE EVENT SUCH NEED ARISES IN THE OPINION OF A DULY LICENSED PHYSICIAN.

2. Activities not Ultra-hazardous; Do not Involve Public Service. I affirm that, while dangerous and risky, the Activities are not ultra-hazardous activities for which one can be held strictly liable, nor are they activities that are essential, serve the public good or are in the public's interest. Rather, they are recreational activities in which my Child is voluntarily participating for his/her own enjoyment.

3. LIABILITY WAIVER, RELEASE, COVENANT NOT TO SUE. AS CONSIDERATION FOR THE CLUB ALLOWING MY CHILD TO ENGAGE IN ANY OR ALL OF THE ACTIVITIES, NOW OR IN THE FUTURE, I INTENTIONALLY AND KNOWINGLY WAIVE AND RELEASE ANY AND ALL CLAIMS, INJURIES, DAMAGES, AND RIGHTS THAT MY CHILD MAY HAVE OR THAT I MAY HAVE, PERSONALLY OR ON MY CHILD'S BEHALF, NOW OR IN THE FUTURE, AGAINST THE CLUB RELATING TO MY CHILD'S PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO CLAIMS, INJURIES, DAMAGES AND RIGHTS RESULTING FROM THE NEGLIGENCE OR OTHER FAULT OF THE CLUB. I AGREE ON BEHALF OF MY CHILD AND MYSELF NOT TO SUE THE CLUB BASED ON SUCH CLAIMS, INJURIES, DAMAGES AND RIGHTS. I UNDERSTAND THE TERM "DAM-AGES" INCLUDES, FOR EXAMPLE, MEDICAL EXPENSES, LOSSES AND EXPENSES DUE TO BODILY INJURIES OR PROPERTY DAMAGES, AND/OR PERSONAL PROPERTY DAMAGES, AND THE TERM "NEGLIGENCE" MEANS THE FAILURE TO DO AN ACT WHICH A REASONABLY CAREFUL PERSON WOULD DO, OR THE DOING OF AN ACT WHICH A REASONABLY CAREFUL PERSON WOULD NOT DO, UNDER THE SAME OR SIMILAR CIRCUMSTANCES, TO PROTECT OTHERS FROM ACCIDENT, INJURY, OR DEATH. THIS WAIVER DOES NOT INCLUDE CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.

4. Indemnity. I agree to defend, indemnify, and hold harmless the Club for any and all claims, damages, costs, or expenses arising from my Child's participation in the Activities. This indemnification shall include reimbursement of the Club's attorneys fees.

5. Miscellaneous. If any provision is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and such provision will be reformed and enforced to the maximum extent permitted by law. This Waiver is the complete agreement related to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, which may have related to the subject matter hereof. This Waiver may not be waived, amended, or terminated except by obtaining the prior written consent of the Club and myself. This Waiver shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law provision.

6 Representations. I represent that (please initial each line below, if true and correct):

_____ I AM AT LEAST 18 YEARS OLD AND AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD NAMED IN THIS REGISTRATION

_____ I UNDERSTAND I AM GIVING UP IMPORTANT LEGAL RIGHTS ON BEHALF OF MY CHILD AND MYSELF, AND IT IS MY INTENTION TO DO SO FREELY AND VOLUNTARILY, WITHOUT COERCION OR DURESS OF ANY TYPE;

_____ I UNDERSTAND I MAY SEEK ADVICE OF INDEPENDENT LEGAL COUNSEL AT MY EXPENSE BEFORE SIGNING THIS WAIVER;

_____ I UNDERSTAND THAT EVEN THOUGH I AM SIGNING THIS WAIVER TODAY, I AM GIVING UP ANY AND ALL RIGHTS TO SUE TODAY AND AT ALL TIMES IN THE FUTURE AND ANY AND ALL RIGHTS MY CHILD MAY HAVE TO SUE TODAY AND AT ALL TIMES IN THE FUTURE;

_____ I HAVE READ THIS ENTIRE WAIVER, AND I FULLY UNDERSTAND IT, AND THE INFORMATION I HAVE PROVIDED IN THIS WAIVER IS TRUE AND ACCURATE.

Signature / Date _____

Printed Name _____



GREAT STARTS

Infant/Toddler Swim Program

fit LIKE THAT



303.501.1700

1821 30th Street

ColoradoAthleticClubs.com/Boulder



GREAT STARTS Swim Program

Our infant/toddler swim lessons are the best way to introduce your child to the water. With 15 minute lessons scheduled for 2 or 4 days a week for 6 weeks, the consistency and skills learned will serve your children for years to come. Our highly qualified and trained caring instructors will give you the assurance you need to trust that your child be safe in the water from an early age.

Child Centered Program

Great Starts Swim program is a Child Centered Program. See below to compare child centered methods to the goal dominated programs.

Child Centered Program

- :: Child comes first.
- :: Time frame is flexible and depends on child readiness.
- :: Gentle guiding and encouragement help a child accomplish goals.
- :: Progress at child's pace.
- :: Fun playful learning.

*Taken from "Learn to Swim" by Rob and Kathy McKay.

Goal Dominated Program

- :: Skill comes first.
- :: Time frame is rigid and there is pressure to perform.
- :: Force and coercion are used to teach survival skills.
- :: Teachers dominate.
- :: No nonsense formula.



GREAT STARTS REGISTRATION

PARTICIPANT INFORMATION

Child's Name _____

Age (as of September 1, 2011) _____ DOB _____

Address _____

City _____ ZIP _____

Parent Name(s) _____

Phone #(s) _____

Email _____

Emergency Contact _____

Emergency Contact Phone # _____

SWIM CLASSES

Please select age, class times and sessions of interest for enrollment.

*We will contact you with the class time you are enrolled in before classes start.

6-18 months: 8AM 8:15AM 8:30AM 8:45AM

18-30 months: 9AM 9:15AM 9:30AM 9:45AM

2 days a week for 6 weeks

4 days a week for 6 weeks

Session 1: January 2 - February 9

Session 2: February 13 - March 22

Session 3: April 9 - May 17

Session 4: May 21 - June 28

Session 5: July 9 - August 16

Session 6: August 20 - September 27th

Session 7: October 1 - November 8

ENROLLMENT CHECK LIST

Enclosed is my payment of, \$288 Member or \$330 Non Member (for 2 days a week for 6 weeks), \$480 Member or \$550 Non Member (for 4 days a week for 6 weeks), and enrollment fee of \$35 (includes Swim Diaper)

Read and signed the Release of Liability. Filled out the Medical Information page.

I understand that my child(ren) is not enrolled until all Registration Documents are completely filled out and signed, the tuition is paid and class times are confirmed by the Colorado Athletic Club Boulder office personnel. Please contact Laura Heins if you have any questions at lheins@wellbridge.com

MEDICAL INFORMATION

In order to best serve you and your children, Colorado Athletic Club Boulder needs to be made aware of any special conditions your child may have, including but not limited to: mental and/or motor delays, speech, delays, ADHD, autism, or sensory integration issues. If your child comes under the care of a physician during the course of lessons, please notify us of conditions that are pertinent.

Child's Name _____

Condition: _____

Child's Name _____

Condition: _____

Do any of your children have Asthma? _____

*If your child has asthma, please be sure to have appropriate medication on hand in case of an emergency.

FEE AGREEMENT

This Agreement shall be subject to Client fully and completely filling out the current CAC Boulder Registration Packet, (Check List, Release of Liability, Medical Information, Fee Agreement and Registration Form), and acknowledgment of the policies set forth

_____ I understand my child's class time is reserved only by pre paying two weeks before classes start. Great Starts will not reserve class times without payment, due to our small class size.

_____ I understand if I do not pay in advance, my class times will be booked with new swimmers.

_____ CAC Boulder will not be responsible for reminding you to send payments on time. All tuition sales are final, tuition is non refundable and will not be pro-rated.

_____ If a child is unable to complete a session due to illness, the client must notify CAC Boulder, Laura Heins lheins@wellbrige.com immediately.

Signature / Date _____

Printed Name _____