

## Youth Consent and Conduct Form

Huntley Health & Fitness Center ("NMHHFC") reserve the right to stop participation in the facility based on improper conduct or behavior which might interfere with a member's enjoyment of the facility. Improper behavior, misuse of equipment, or violation of facility rules may result in termination of the membership.

### ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY AGREEMENT

I, \_\_\_\_\_, for myself if I am 18 years of age or older, and/or as the Parent or Legal Guardian of \_\_\_\_\_, a minor, ACKNOWLEDGE that I have voluntarily agreed to use and/or consented and granted permission to allow my minor child/ward to use NMHHFC. For and in consideration of being given the opportunity for me and/or my minor child/ward to use NMHHFC and as a condition of my own and/or my minor child/ward's use of NMHHFC I acknowledge and agree as follows:

1. WAIVER AND RELEASE: I agree to waive, release and discharge from all liability NMHHFC, its parent Northwestern Memorial HealthCare, and each entity's respective officers, agents, employees and volunteers, including but not limited to Power Wellness Management, LLC ("Power Wellness"), (collectively the "NMHHFC, and Affiliates"), from any and all claims, rights, damages, causes of action and demands of whatsoever kind or nature, whether known or unknown, which I may have or claim to have against NMHHFC and NMHHFC Affiliates arising out of, connected with, or in any way associated with my own and/or my minor child/ward's voluntary use of and NMHHFC. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of Illinois, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect.

2. RISK OF INJURY: As a user of NMHHFC and/or as a parent or legal guardian of a participant under 18 years of age, I acknowledge that I am aware that the use of NMHHFC may be dangerous. I and/or my minor child/ward are voluntarily using NMHHFC with knowledge of the danger involved and I recognize and acknowledge that there are certain risks of physical injury, sickness and/or disease associated with the use of NMHHFC, and voluntarily agree to assume the full risk of injuries, including illness, or death, and damages or losses of any kind, and the exposure to disease causing organisms and/or objects, including but not limited to, communicable diseases which I may sustain arising out of, connected with or in any way associated with or related to my own and/or my minor child/ward's voluntary use of NMHHFC. I am not aware of any health or fitness restrictions that preclude my participation or the participation of my minor child/ward.

3. INDEMNIFY AND DEFENSE, WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK: I acknowledge that there are certain risks of physical injury and transmission of disease such as, which includes but is not limited to, communicable diseases to NMHHFC users in their activities, and I agree to assume full risk of any and all injuries, sickness, damages or loss, that I and/or my minor child/ward may sustain as a result of said use of NMHHFC. I further agree to waive and relinquish all claims I and/or my minor child/ward may have (or accrue to me/us) as a result of my/our use of NMHHFC, including any claim for injuries, sickness, disease, damages or loss arising from use of NMHHFC, against NMHHFC and Affiliates. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless NMHHFC and Affiliates with respect to any liability, claim, demand,

cause of action, damage, loss or expense (including court costs and reasonable attorney's fees) of any kind or nature which may arise out of, result from, or relate in any way to my use of NMHHFC, including claims for liability caused in whole or in part by the negligent acts or omissions of the released parties. I hereby agree to assume all liability and hold NMHHFC and Affiliates harmless, for liability resulting from any exposures to disease causing organisms and/or objects such as, which includes but is not limited to, communicable diseases. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for liability against any of the released parties, I will indemnify, defend and hold harmless each of the released parties from any such liabilities which may be incurred as the result of such claim. I have read and fully understand the above important information, warning of risk, notice, assumption of risk and waiver and release of all claims. I further agree to indemnify, hold harmless and defend NMHHFC and Affiliates from any and all claims, rights, demands and/or causes of action of whatsoever kind or nature, whether known or unknown, which I and/or my minor child/ward may have or claim to have, arising out of, connected with, or in any way associated with my own and/or my minor child/ward's use of NMHHFC and any activities related to or associated with said use of NMHHFC.

4. WARNING OF COMMUNICABLE DISEASE RISK: Use of NMHHFC and adherence to the policies and procedures established by NMHHFC will not prevent the communication of disease, including communicable diseases, in every situation. Each user of NMHHFC or parent of a user of NMHHFC should fully and carefully consider the potential risks involved in using NMHHFC in light of the communicable diseases, or any other communicable disease or pandemic that may arise in the future. The recommendations made by NMHHFC and Power Wellness and the precautions undertaken by NMHHFC and Power Wellness should not be interpreted as setting a standard of precaution or care or be deemed inclusive of all proper methods of precaution or care, nor exclusive of other methods of precaution or care reasonably directed to obtaining the same results. All information, content, and material provided by NMHHFC and by Power Wellness is for informational purposes only and is not intended to serve as a substitute for the consultation, diagnosis, and/or medical treatment of a qualified physician or healthcare provider. The ultimate judgment regarding the propriety of any specific action, including but not limited to, the use of NMHHFC, must be made by each individual in consultation with his/her physician and in light of all the circumstances presented by the current pandemic, and the known variability and biological behavior of the individual's medical condition.

NMHHFC and Power Wellness do not make and hereby disclaim any warranty, express or implied, as to the accuracy or completeness of the recommendations made or precautions taken whether initiated by NMHHFC, Power Wellness or others and undertake no obligation and assume no responsibility for any injury, sickness, disease or damage to persons arising out of or related to the use of NMHHFC. The sole risk of using NMHHFC is that of each individual alone.

5. DIRECTION/CONDUCT: I and/or my minor child/ward agree to: (1) follow any and all guidance, decisions and directions from NMHHFC, Power Wellness or their employee(s) with whom I and/or my minor child/ward are interacting with as part of the use of NMHHFC, including without limitation any direction to remain at or to leave any location, to cease any activity, or any other direction given to me by said employee(s). I understand and agree that NMHHFC, Power Wellness and their employee(s) and have complete authority to terminate me and/or my minor child/ward from the use of NMHHFC at any time and for any reason and that I and/or my minor child/ward have no expectation of continued participation in the use of NMHHFC.

6. ADMISSIBILITY, SEVERABILITY AND BINDING EFFECT: I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall be admissible in evidence in any proceeding or litigation in which the terms of this Assumption of Risk and Waiver and Release of Liability Agreement are sought to be enforced. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement is intended to be as broad and inclusive as permitted by the laws of Illinois, and that if any portion hereof is held invalid, I agree that the balance thereof will, notwithstanding, continue in full legal force and effect. I agree that this Assumption of Risk and Waiver and Release of Liability Agreement shall inure to the benefit of, and shall be binding upon my heirs, legatees, transferees, assigns, personal representatives, owners, insurers, agents, servants, employees, administrators, executors, representatives and/or successors in interest of any kind whatsoever.

7. ACKNOWLEDGMENT: I have carefully read and fully understand and agree to the above-stated conditions of participation. I am aware that I am assuming all risks and releasing NMHHFC and Affiliates from all liability related to my own and/or my minor child/ward's voluntary use of NMHHFC, and that this Assumption of Risk and Waiver and Release of Liability Agreement is a binding contract between myself and NMHHFC and sign it of my own free will. I understand that this is a legal document and that I have a right and option of having an attorney review the document before signing it.

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Signature (Minor) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature (Guardian/Parent) \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Membership Number \_\_\_\_\_

In case of an emergency, contact \_\_\_\_\_ at \_\_\_\_\_

Witness Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_