

BAYLOR TOM LANDRY FITNESS CENTER PARENTAL CONSENT, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The exercise and activity opportunities offered at Baylor Health Enterprises, L.P., a Texas limited partnership d/b/a Baylor Tom Landry Fitness Center ("The Center") allow a person to engage in various exercise and/or physical activities potentially beneficial to one's health and well being.

However, I recognize and understand that there are inherent risks of various physical and mental conditions, illnesses, and/or injuries associated with my child ("Minor") engaging in any exercise or physical activity, the use of The Center's facilities (including without limitation the indoor and outdoor running tracks, gyms, weight rooms, exercise rooms, courts, pools, locker and dressing rooms, showers, steam rooms, saunas, whirlpools and parking areas) and the use of all equipment contained in The Center (collectively, the "Fitness Activities").

Such conditions and/or illnesses include, but are not limited to, sprains, strains, broken bones, concussions, lacerations, abnormal blood pressure, heartbeat disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death. I further recognize and understand that any and all such risks are compounded in that most of the Fitness Activities are unsupervised.

I hereby agree and consent to voluntarily allow Minor to engage in any and all Fitness Activities, supervised or unsupervised, at The Center, to voluntarily use The Center's exercise equipment, and to voluntarily use The Center's facilities at Minor's own risk and with full knowledge and appreciation of any and all dangers and risks inherent therein. I hereby assume full responsibility for any and all risks of any bodily injury, illness, death and/or property damage suffered by Minor or me.

I, on behalf of Minor and myself, hereby release, waive, forever discharge and/or covenant not to sue The Center, Baylor Health Care System and/or their respective affiliates, officers, directors, members, partners, agents, employees and representatives (collectively, "Representatives") for any and all loss or damage and/or any claim for, or demands of, any type, known or unknown, on behalf of Minor on account of or in any way related to any illness, condition, and/or injury to Minor's person or property, or which may result in Minor's death resulting from or relating to Minor's participation in any Fitness Activities at The Center or The Center's equipment or facilities.

I hereby agree to indemnify and hold harmless The Center, Baylor Health Care System and their Representatives from any and all loss, liability, damage or cost of any type which they may incur as a result of any illness, condition and/or injury to Minor, Minor's person or property or as a result of Minor's death resulting from or relating to any Fitness Activities at The Center or The Center's equipment or facilities. Further, I agree to abide by any and all rules adopted by The Center.

I hereby acknowledge that I have read the preceding prior to signing, and understand that I am executing a parental consent, release, waiver of liability, and indemnity agreement. **I understand and agree that the effect of this parental consent, release, waiver of liability, and indemnity agreement is to give up all of Minor's and my legal rights to file a lawsuit against, or recover money damages from, Baylor Health Enterprises, L.P. d/b/a Baylor Tom Landry Fitness Center, Baylor Health Care System and Representatives for any claim resulting from or relating to Minor's participation in any Fitness Activities at The Center or The Center's equipment or facilities, including any claim for negligence.**

Signature: _____ Date: _____

**PLEASE
PRINT**

Member's Name _____

Guest's Name _____

Minor's Name _____

Address _____ City/State/Zip _____

Phone Number (Home) _____ (Work) _____

Are you interested in membership information? YES NO

IN CASE OF EMERGENCY PLEASE CONTACT

Name _____

Relationship _____

Phone Number _____