



BALLY
TOTAL FITNESSSM



Waiver, Indemnity and Release

Event/Program: **BRITISH SWIM SCHOOL**

Location: _____ and surrounding area.

Class Start Date: _____ - ongoing.

I agree that if I participate in this program or event (the "Event") or allow my minor child(ren) to do so, or use any Event facility or Event premises, I do so at my own risk. I agree that I and my child(ren) are voluntarily participating in the Event and using Event facilities, equipment or premises and assume all risk of injury, illness, damage or loss to meet of any personal property. I agree on behalf of myself and my minor child(ren) and (our personal representatives, heirs, executors, spouse, administrators, agents, assigns, or others) to release and discharge Bally Total Fitness Corporation and its affiliates, parents, employees, representatives, successors, and assigns ("Bally") from any and all claims or causes of action (known or unknown) arising out of their negligence. This Waiver and Release of all liability includes without limitation, injuries which may occur as a result of (a) my and my child(ren)'s participation in the (b) Bally's improper or negligent maintenance, conduct, instruction or supervision of the event, facilities, premises or personal or negligent hiring and retention of employees; (c) our slipping and falling while participating in the event or while using event facilities or on the Event's premises; and (d) our receipt of medical or first aid treatment during the Event. I and my child(ren) further agree to indemnify, defend and hold harmless Bally from and against every claim, demand, action, liability and expense, including reasonable attorneys' fees and court costs arising out of or in connection with our acts or omissions during or in connection with the Event.

As the undersigned, I acknowledge that I have read this and fully understand that it is a release of all liability. By my signature below, I am waiving any right that I may have or on behalf of myself, my spouse and my child to bring a legal action or assert a claim for injury or loss of any kind against BALLY WEATHER LIABILITY CAN BE CAUSED BY THE SOLE OR ONCURRENT NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF BALLY or arising out of or relating to me or my child(ren)'s participation in any of the activities, equipment, or services provided by Bally or on account of any illness, accident, or any damage to or loss of my or my child(ren)'s personal property.

Date: _____ Signature: _____

Participants Name: _____