

Forever Young Waiver Form

1. The minor participant and parent or guardian represent that the minor participant below is physically capable of participating in exercise and other

programming provided by MS Arts, LLC (also known as "Forever Young") and its directors, officers, members, employees, agents,

affiliates, representatives, successors, assigns and instructors (collectively herein, "Forever Young"). The minor participant and parent or

guardian understand that physical exercise can be strenuous and subject to the risk of serious injury and further understand that no exercise/activity

program should be undertaken without the consent of a medical doctor and they are responsible for undertaking to obtain such consent.

2. The minor participant and parent or guardian agree that if the minor participant engages in any physical activity, or uses any Forever Young

amenity, on the premises or off premises, including any sponsored Forever Young event or camp, he or she does so ENTIRELY AT THE

RISK OF THE MINOR ATHLETE AND PARENT OR GUARDIAN. Any recommendations for changes in diet are entirely the responsibility of the

minor participant and parent or guardian and they will undertake to consult a physician prior to undergoing any dietary changes.

3. The minor participant and parent or guardian agree that the minor athlete is voluntarily participating in the activities provided, directly and

indirectly, by Forever Young and the use of facilities and premises provided and ASSUME ALL RISK of injury, illness or death.

4. The minor participant and parent or guardian agree that Forever Young is not responsible for any loss of, or damage to, personal property.

5. The minor participant and parent or guardian understand that the exercises provided by Forever Young may be extremely demanding and

take full responsibility for knowing, monitoring and acting within their abilities and learning and incorporating any modifications or adaptations

necessary to proceed with such activities in a safe and appropriate manner.

6. The minor participant and parent or guardian agree that Forever Young shall not be liable or responsible for any injuries to the minor

participant which may occur as a result of (a) his or her use of all amenities and equipment provided by Forever Young and his or her

participation in any activity, class, program or instruction, (b) the sudden and unforeseen malfunctioning of any equipment, (c) Forever Young instruction, training, supervision or dietary recommendations, and (d) his or her slipping and/or falling while in the facility, or on Forever Young's premises, including adjacent sidewalk areas, or while participating in events, camps and activities remotely, while under the supervision of Forever Young.

7. The minor participant and parent or guardian acknowledge that they have read this Waiver & Release and understand that it is a RELEASE OF

ALL LIABILITY.

8. The minor participant and parent or guardian expressly agree to release and discharge Forever Young from any and all claims, causes of

action or judgments that may arise out of any of the events noted in numbers 1 through 7 above and they agree to voluntarily forfeit or waive any

right that they may otherwise have to bring legal action against Forever Young for personal injury or property damage. To the extent that

statute or case law does not prohibit release for ordinary negligence, this release applies to any ordinary negligence on the part of Forever Young.

9. The minor participant and parent or guardian grant Forever Young permission to use the minor participant's likeness in photograph and

video in any and all of its publications and in any and all other media, in perpetuity, and for other use by Forever Young. The minor participant

and parent or guardian will make no monetary or other claims against Forever Young for the use of such photograph and video.

10. The minor participant and parent or guardian understand that payment for all products, services and special programs is required in full at the

point of sale and that all sales are final, all payments for products and services are non-refundable, and services are not transferrable. The minor

participant and parent or guardian understand that Forever Young reserves the right to terminate enrollment in any program or membership at

any time. If such termination is due, in the sole judgment of Forever Young, to the minor participant's unsafe, disruptive, uncooperative,

negligent, reckless or otherwise improper acts or omissions of, or violation of any policy or rule of Forever Young, the minor participant, and

parent or guardian understand that all amounts previously paid will be forfeited.

By signing this waiver and release, I acknowledge that I have read it and understand all of its terms. I agree that I am executing this waiver and release on behalf of myself and on behalf of the minor participant. I execute it voluntarily and with full knowledge of its significance. I expressly agree that this release shall be binding upon my heirs, executors, administrators and assigns. I am over 18 years of age and I am

the parent or legal guardian of the minor participant.

Print Minor Participant Name

Email of Parent or Guardian

Signature of Parent or Guardian

Emergency Contact Name

Emergency Contact Phone

Date