



THE COVE SCHOOL
Changing Lives. Building Futures.

2017-2018 High School Friday Night Social Events



Date: Friday, December 15, 2017

Time: 3:30 p.m. - 7:00 p.m.

at

**Lifetime Fitness
680 Woodlands Pkwy
Vernon Hills, IL.**

Cost of Event: \$35

**Includes: Swimming, Rock Wall
Nibbles & Nosh**

Please RSVP by December 7, 2017

**Contact Mrs. Altshul at maltshul@coveschool.org
with any questions or concerns**

Contact Information

Parent Name:

Student Name:

Address

City/Town

State/Province

ZIP/Postal Code

Email Address

Mobile Number

My child has permission to attend and participate in the high school social event on Friday, December 15, 2017.

☐ Yes

Pick Up Information:

☐ I will pick my child up from Lifetime Fitness in Vernon Hills by 6:20 p.m.

☐ I will pick my child from Cove by 7:00 p.m.

Pick Up Information: My child has permission to go home with...

Pick Up Information: I will be taking home the following students....

Emergency Contact Information

(Information where you can be contacted during the social event)

Mobile Number

Email

Allergies

Medications needed

Important medical needs

Waiver

I understand and agree that neither The Cove School, The Cove School Parent Association, The Cove School Board, nor any of their respective employees, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties") may not be held liable or responsible in any way for any injury, death, or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this event or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this event, I hereby personally assume all risks of this event whether foreseen or unforeseen, that may befall me while I am a participant in this event.

I further release, exempt and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my enrollment and participation in this event.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

I understand the terms herein are contractual and not a mere recital and that I have signed this document of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

Parent or Legal Guardian Signature _____ Date _____

Student Signature _____ Date _____

Send \$35 payable to Cove School by December 13, 2017.

Please contact Mrs. Marla Altshul at maltshul@coveschool.org for questions or concerns.



PARTICIPATION WAIVER



Participant First Name

Participant Last Name

Address

Telephone Number

Email Address

Emergency Contact

Contact Telephone Number

I, the undersigned ("Participant"), in consideration for Life Time Fitness, Inc. ("LTF") allowing my participation in a Life Time Fitness group event or birthday party (the "Programs"), agree to the following:

RELEASE OF IMAGE AND LIKENESS

The undersigned hereby irrevocably consents to and grants Life Time the exclusive and unlimited right to use and reproduce any and all photographs, slides, moving pictures, audio and visual recordings or testimonial accounts taken by Life Time that contain my Minor Participant's name, image voice, likeness or account, for any lawful purpose whatsoever and using any means available including but not limited to any of Life Time's records, corporate public relations or marketing communication material, videos or online material, social media campaigns, either with or without the Participant's name or photo accompanying such quotation.

I waive the right to inspect, approve or edit any such use or reproduction and Life Time may make any and all Changes, modifications, rearrangements, additions or deletions in its use reproductions without any approval

WAIVER OF LIABILITY

Participant understands that although the facilities, equipment and services of LTF and the Programs are designed to provide a safe level of beneficial exercise and enjoyment, there is an inherent risk that use of such facilities, equipment, services and participation in the Programs may result in injury. Therefore, Participant agrees to specifically assume all risk of injury for Participant while Participant is using any of LTF's facilities, equipment, services or participating in the Programs and hereby waives any and all claims or actions that may arise against LTF or its owners, employees, contractors or volunteers as a result of such injury. These risks include, but are not limited to: (1) Injuries arising from Participant's use of any equipment in connection with the Programs, whether occurring inside or outside of LTF, (2) Injuries arising from Participant's transportation to and from a site that is a part of the Programs, (3) Injuries or medical disorders arising from Participant's participation in the Programs, whether occurring within or outside of LTF, and (4) Actions taken or decisions made by LTF, its staff members, volunteers or chaperones regarding medical or survival procedures for Participant.

ASSUMPTION OF RISK

Participation in the Programs naturally may involve the risk of injury, whether Participant or someone else causes it. As such, the undersigned Participant agrees that he or she understands and voluntarily accepts this risk on behalf of Participant and agrees that LTF will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to Participant resulting from the negligence or other acts of LTF or anyone else using the facilities or participating in Programs. If there is any claim by anyone based on any injury, loss or damage described herein which involves Participant, the undersigned Participant agrees to (i) defend LTF against such claims and pay LTF for all expenses relating to the claims, and (ii) indemnify LTF for all obligations resulting from such claims.

*If a swim party: (I understand) If my child is identified as a non-swimmer they will be required to wear a life jacket, will not be able to utilize waterslides and must remain within 10 feet of a chaperone in the shallow area.

I have read the Waiver of Liability and Assumption of Risk thoroughly and understand the terms. My participation in the Programs and my execution of the Waiver of Liability and Assumption of Risk are both purely voluntary and I elect to do so in spite of the risks.

Signature of Participant or Legal Guardian

Date



CLIMBING WAIVER



Participant #1 Name

Participant #1 Date of Birth

Address

City

State

ZIP Code

Emergency Contact Name

Emergency Contact Phone Number

In consideration of the use by me or my minor child or ward ("Minor Child") of the climbing cavern, walls, structures, activities ("Climbing Activities") of Life Time Fitness, Inc., its subsidiaries, affiliates, owners, officers, directors, employees, agents or volunteers equipment, facilities and/or (collectively, "Life Time"), I agree to the following terms and conditions:

1. **ASSUMPTION OF RISK.** I understand that Climbing Activities involve inherent **dangers, hazards and risks** ("Risks") that may result in **major or minor harm, disability, damage, loss, death or other injury** ("Injuries") to me, my minor child, other members on my membership, or my guests ("Participants"). I understand that these Risks include but are not limited to **Injuries from falls, slips, trips, collisions, or loss of footing or balance**; equipment failure, malfunction, misuse or improper setup or use; property theft, loss or damage; or other accidents or incidents.

I understand that Risks and Injuries in the Climbing Activities (collectively, "Risks of Injury") **may be caused, in whole or in part, by the NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area such as members, guests or contractors; or third parties such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities. **I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.**
2. **WAIVER OF LIABILITY.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I hereby voluntarily and forever **release and discharge Life Time from, covenant and agree not to sue Life Time for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me or my Minor Child in the Climbing Activities which arise out of, result from, or are caused by any NEGLIGENCE OF LIFE TIME**; me; my Minor Child; other Participants or persons in the climbing area, such as members, guests or contractors; or third parties, such as the designers, manufacturers, installers or providers of equipment used in the Climbing Activities and, if in Canada, any **breach by Life Time of the Occupiers' Liability Act (Ontario) (collectively, "Negligence Claims")**.
 - A. **Negligence Claims.** I understand that Negligence Claims include but are not limited to Life Time's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Climbing Activities (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent misrepresentations or misstatements by employees; or (7) other negligent act(s) or omission(s).
 - B. **Life Time's Fees and Costs.** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Life Time and/or breach my agreement not to sue Life Time, **I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Life Time ("Life Time's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).**
3. **DEFENSE AND INDEMNIFICATION.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), **I agree to defend, indemnify and hold Life Time harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Life Time by any other person** (including but not limited to any other Life Time member, guest or contractor; any of my family members who is not a Life Time member; or any other third party) arising out of, resulting from, or caused by the use of Climbing Activities agreement to **defend Life Time** means that I will pay all of Life Time's Fees and Costs incurred to defend the Claim from the date the Claim by me or my Minor Child. My is asserted. My agreement to **indemnify and hold Life Time harmless** means that I will pay any **settlement, judgment, or other damages, fees or costs of any type** incurred by Life Time to resolve the Claim.
4. **PARENT OR GUARDIAN AGREEMENT.** If I am the **parent or legal guardian of a Minor Child**, I acknowledge and represent to Life Time that I have the right and authority to make decisions concerning the care, custody and control of my Minor Child, including but not limited to the right and authority to execute this Agreement on the Minor Child's behalf. By signing this Agreement, I am binding each of my Minor Member(s) to its terms, including but not limited to the **ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION** provisions.
5. **AGREEMENT APPLIES AFTER DEATH OR DISABILITY.** In the event of the death or disability of me or my Minor Child, I agree that all terms and conditions (including specifically the **ASSUMPTION OF RISK, WAIVER OF LIABILITY and DEFENSE AND INDEMNIFICATION** provisions) will be binding on my estate, heirs, next of kin, assigns, personal representatives, executors, administrators and/or guardians, all of whom are obligated to respect and enforce my agreements herein.

6. **AGREEMENT TO FOLLOW CLIMBING RULES.** I agree to follow at all times all written, posted and spoken rules, requirements, policies, procedures, guidelines, instructions and directions applicable to the Climbing Activities ("Climbing Rules"). I agree to review the Climbing Rules at lifetimefitness.com or obtain them from Life Time staff. Life Time reserves the right, in their sole discretion, to change, modify,



CLIMBING WAIVER



or otherwise alter their Climbing Rules at any time. Modifications to written Climbing Rules will become effective immediately upon web or club posting. If I violate the Climbing Rules, Life Time may terminate my climbing or bouldering privileges and/or my membership. I understand that I may not enter, climb or boulder in the climbing cavern unless an approved Life Time Fitness team member is present. Life Time's Climbing Rules also provide, in part, as follows:

- i. **Age and Weight Limits.** All climbers must be at least five (5) years old to enter the climbing cavern. No climber under the age of twelve (12) may top-rope belay or lead belay or lead climb.
 - ii. **Minor Child Supervision.** A parent or legal guardian must directly and actively supervise all minor children at all times unless enrolled in a Life Time-supervised program. Direct and active supervision means that the parent or guardian visually observes and physically attends to the Minor Child at all times while in the climbing area, including performing the pre-climbing equipment double-checks below.
 - iii. **Climber Orientation/Certifications.** All climbers new to Life Time must receive from a Life Time team member an initial climbing area orientation, including an automatic belayer ("auto belay") orientation. Those who wish to manually belay must pass a certification test/check-out with a Life Time team member, demonstrating safety and competence in top-rope belaying or lead belaying/climbing. If such skills are learned in a Life Time class, the climber must wait at least 24 hours before taking the certification test/check out.
 - iv. **Climbing.** Before climbing, the climber and belayer must double-check each other's equipment, including but not limited to harnesses, clips or carabiners, knots, brakes, anchors and ropes. Both must exchange confirmation that the other's equipment is properly prepared and functional. Climbers may climb only on designated routes, may not cross routes, may not hang on ropes, and may not touch or climb on video cameras, belay equipment, lead route anchors (except for anchoring during lead climbing) or other non-climbing equipment. The belayer must pay attention to the climber at all times, keeping in a constant line of sight. Self-belaying is not permitted (e.g., with a Grigri). Lessons in progress have priority on routes. While bouldering, climbers must have at least one spotter at all times and may not boulder above the shoulder height of whomever is shorter—the climber or the spotter.
7. **SEVERABILITY, INTEGRATION.** I agree that if any provision of this Agreement is found to be invalid or unenforceable the remainder will continue in full force and effect. I agree that any invalid or unenforceable provision of this Agreement will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement, which is to establish the broadest release of liability, and indemnification and defense agreements enforceable under the law. No oral representations, statements or other assumption of risk, inducements to sign this Agreement have been made apart from the terms and conditions contained herein.
8. **CERTIFICATION.** I certify that I or my Minor Child is physically and mentally capable to safely and competently participate in Climbing Activities, and that I am fully responsible for the safety and functionality of any personal equipment I use during Climbing Activities. I am at least eighteen (18) years old. I have read this Agreement thoroughly before signing it, fully understand its contents and legal effect, and knowingly, voluntarily and willingly choose to participate (or permit my minor's participation) in Climbing Activities subject to its terms and conditions.

Parent/Legal Guardian's Signature (if Participant is under 18)

Date

Printed Name of Parent/Legal Guardian