

WAIVER AGREEMENT

The undersigned is a parent or legal guardian of the following child(ren) (each a "Minor"):

Name: _____

Sex: Male: Female

Date of Birth: _____ Age: _____

Name: _____

Sex: Male: Female

Date of Birth: _____ Age: _____

Name: _____

Sex: Male: Female

Date of Birth: _____ Age: _____

Name: _____

Sex: Male: Female

Date of Birth: _____ Age: _____

The undersigned requests that each Minor be permitted to participate in, and/or use, the equipment, facilities, services, and/or programs of the sport&health Club located at 1800 Old Meadow Road, Unit H, McLean, Virginia (the "Club"). The undersigned hereby acknowledges, agrees, represents, warrants, and covenants, for the benefit of each "S&H Party" (as defined below), that that no Minor has any congenital, physical, or mental health problems, including, without limitation, any cardiovascular, neurological, or any other illness, that will preclude such Minor's participation in, and/or use of, any Club equipment and/or facilities, any Club programs and/or activities, and/or any other physical activities in any Club. The undersigned understands that each Minor's participation in, and/or use of, any Club equipment, facilities, services, and/or programs, and/or any other physical activities in the Club premises, involves certain risks, including, without limitation, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. The undersigned hereby confirms that the undersigned has voluntarily permitted each Minor to participate in, and/or use, the Club equipment, facilities, services, and/or programs, and/or other physical activities in the Club premises with knowledge of the dangers involved.

The term "affiliate" means any person or entity directly or indirectly controlled by, controlling, or under common control with Sport & Health Holdings, LLC, a Delaware limited liability company ("Holdings"), and the term "control", and terms correlative thereto, shall mean direct or indirect ownership of not less than fifty percent (50%) of all of the voting stock or other controlling legal or equitable interest in the subject person/entity. The term "S&H Companies" shall mean Holdings together with its affiliates, and the term "S&H Company" shall mean any of them.

FOR GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH IS ACKNOWLEDGED BY THE UNDERSIGNED), THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT NO S&H PARTY IS RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) SUFFERED BY THE UNDERSIGNED (OR HIS/HER AGENTS, REPRESENTATIVES, GUESTS OR INVITEES) OR ANY MINOR ANYWHERE WITHIN ANY CLUB PREMISES, WHETHER DUE TO USING EQUIPMENT IN THE CLUB, ENGAGING IN ANY CLUB PROGRAMS AND/OR ACTIVITIES OR OTHER PYSICAL ACTIVITIES IN THE CLUB, IMPROPER SUPERVISION OR INSTRUCTION, OR FOR ANY OTHER REASON WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ORDINARY NEGLIGENCE ON THE PART OF ANY S&H COMPANY OR ANY OF ITS PRINCIPALS, CONTRACTORS, AFFILIATES, EMPLOYEES, EQUITY HOLDERS, DIRECTORS, MANAGERS, MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, GUESTS, OR INVITEES (EACH, INCLUDING SAID S&H COMPANY, AN "S&H PARTY") (EACH SUCH INJURY OR LOSS, AN "I&L"). THE UNDERSIGNED HEREBY RELEASES EACH S&H PARTY FROM, AND COVENANTS NOT TO SUE ANY S&H PARTY WITH RESPECT TO, AND SHALL INDEMNIFY AND HOLD HARMLESS EACH S&H PARTY FROM, ANY AND ALL CLAIMS, LOSSES, CAUSES OF ACTION, DEMANDS, FEES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COSTS AND EXPENSES), DAMAGES, AND OTHER LIABILITIES WITH RESPECT TO ANY I&L.

This Waiver Agreement shall be governed by, interpreted, and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions. This Waiver Agreement shall be binding on the undersigned and each Minor and their respective successors, assigns, heirs, and legal representatives. If any term or provision of this Waiver Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Waiver Agreement and the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Waiver Agreement shall be valid and be enforceable to the fullest extent permitted by law.

(signature)

Name: _____

Relation to Minor: _____

Date: _____

Address: _____

Phone: _____ (H) _____ (W) _____ (Cell)

Email: _____

Date: _____