

YOUTH SESSION WAIVER AND RELEASE AGREEMENT

MVMNT Fitness Group, LLC, a Utah limited liability company, doing business as MVMNT (“MVMNT”) provides fitness services and products, which include, without limitation, youth fitness sessions, in-person classes and training at its onsite or offsite locations, on demand classes and training, and livestream classes and training (collectively, the “Services”). The minor named below (“Minor”) desires to use the Services and participate in MVMNT’s classes, training, and activities (collectively, the “Activity”).

Because a Minor cannot legally enter into this Agreement, the Minor’s parent or legal guardian (“I,” “me,” or “my”) must read, understand, and agree to each and every provision of this Agreement and attest to the same by signing below.

As consideration for MVMNT permitting the Minor to use the Services and participate in the Activity, I, on my own behalf and on behalf of the Minor, agree to all the terms and conditions set forth in this agreement (this “Agreement”).

Health & Safety

I confirm that the Minor is in good health and physical condition... If the Minor is injured or otherwise requires medical attention or treatment while using the Services or participating in the Activity, I hereby consent to receiving the medical attention or treatment considered necessary for the Minor and agree to be solely responsible for all costs related to it, including medical transportation.

Assumption of Risk

I am aware and understand that the Minor’s use of the Services or participation in the Activity is potentially dangerous and involves the risk of serious illness, injury, disability, death, or property damage... DESPITE THESE RISKS, I AM VOLUNTARILY PERMITTING THE MINOR TO USE THE SERVICES AND PARTICIPATE IN THE ACTIVITY WITH COMPLETE KNOWLEDGE OF THE DANGERS INVOLVED.

Release & Waiver of Claims

I, on my own behalf and on behalf of the Minor, hereby expressly release and waive all claims I or the Minor may have now or after this Agreement... This release and waiver does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that cannot be released by agreement under Utah law.

Indemnification

I agree to defend, indemnify, and hold harmless MVMNT and all other Releasees against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind arising out of or resulting from: (a) The Minor’s use of the Services or participation in the Activity; (b) Any claims brought by the Minor after reaching adulthood; or (c) Any claims brought by a third party attributable to the Minor’s use of the Services or participation in the Activity.

Media Consent

MVMNT may photograph, video record, or audio record the Minor... I hereby forever release MVMNT and its directors, officers, employees, and agents from all claims, actions, damages, losses, costs, expenses, or liabilities of any kind arising in connection with any Permitted Use.

Additional Terms for Minors

- No Minor under the age of 14 may participate in a class, Event, or Activity.
- Minors between the ages of 14 and 15 must be accompanied by a parent or guardian while participating.
- Minors between the ages of 16 and 18 may attend class without a parent or guardian but must still have a signed waiver on file.

Entire Agreement & Governing Law

This Agreement constitutes the entire agreement between me and MVMNT... Utah law applies to this Agreement. Exclusive jurisdiction lies with the courts located in Utah County, Utah, and I hereby consent to the jurisdiction of those courts.

BY CHECKING THE RELEVANT BOX AND/OR SIGNING BELOW, I ACKNOWLEDGE THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR, THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND THE MINOR.

Parent/Guardian Name: _____

Minor's Name: _____

Signature: _____

Date: _____