

BUNGEE FITNESS, LLC, CLASS MEMBER WAIVER OF LIABILITY & RELEASE

I am aware and acknowledge that bungee fitness classes can be strenuous and may subject participants to risk of serious injury. I acknowledge that **BUNGEE FITNESS, LLC**, recommends that I obtain a physical examination from a doctor before using any bungee fitness equipment or participating in any bungee fitness activity. I (each client, guest, and all participating family members) agree that if I engage in any bungee fitness class or activity, or use any bungee fitness class amenity on the premises or off premises, including any sponsored bungee fitness class event, I do so entirely at my own risk.

Any recommendation for changes in diet, including the use of food supplements, weight reduction and/or body building enhancement products are entirely my responsibility, and I acknowledge that it is recommended that I consult a physician prior to undergoing any dietary or food supplement changes. I agree that I am voluntarily participating in these activities and use of these facilities and premises, and I assume all risks of injury, illness, or death that may be caused, in whole or in part, by my participation in these activities and use of the facilities and premises. BUNGEE FITNESS, LLC, is also not responsible for any loss of my personal property.

I understand that this waiver and release of liability includes, without limitation, all injuries, including neck/spinal injury or death, which may occur as a result of: 1) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction; 2) the sudden and unforeseen malfunctioning of any equipment; 3) BUNGEE FITNESS, LLC's instruction, training, supervision, or dietary recommendations; 4) my slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 5) contact with other participants; 6) the effects of the weather, including high heat and/or humidity; and all other such risks being known and appreciated by me.

I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I further acknowledge that I: i) am in the body weight range of 115-280 lbs.; (ii) have no pre-existing heart conditions; and (iii) am physically fit and mentally capable of performing the physical activity I choose to participate in.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation and BUNGEE FITNESS, LLC, furnishing services to me, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE BUNGEE FITNESS LLC, Mariel Rimkus, its owner, its officers, agents, employees, organizers, representatives, and successors from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring a legal action against the facility for personal injury, including neck/spinal injury or death, or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the facility, its agents, and employees. If any portion of this release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect, and the offending provision of provisions severed herefrom.

PARTICIPANT RULES:

- MUST arrive 10 minutes prior to every class for safety and harness instruction and application. NO REFUNDS or makeup classes will be given for tardiness as doors lock promptly at the beginning of each class.
- Must wear gym/athletic shoes and comfortable clothing.
- Must be over 16 years of age to participate.
- Must weigh between 115-280 pounds.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

In case of emergency, contact: _____ Phone: _____

(Parent's signature if under 18 years of age) I represent that I have legal capacity and authority to act on behalf of the minor named herein. Parent/Guardian Signature:

_____ Date: _____