

RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Firefly Bungee Fitness

Please print and sign the form for all activities.
(Copies are also available at Firefly Bungee Fitness).

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE FIREFLY BUNGEE FITNESS FOR ANY PERSONAL INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF PARTICIPATING IN BUNGEE FITNESS, BUNGEE TRAINING, FITNESS TRAINING, ZUMBA DANCE FITNESS, GLUTES, GUTS AND GUNS, PRIVATE TRAINING AND/OR ANY AND ALL OTHER ACTIVITIES ASSOCIATED WITH FIREFLY BUNGEE FITNESS. WARNING: PARTICIPATING IN SUCH ACTIVITIES COULD CAUSE SERIOUS INJURY OR EVEN DEATH.

READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY SIGNING AND DATEING THIS FORM.

IN CONSIDERATION OF FIREFLY BUNGEE FITNESS allowing me (hereinafter referred to as "Participant" to utilize the facilities and equipment and to participate in Activities, it is agreed that:

1. **PARTIES INCLUDED:** Participant understands that this agreement includes Firefly Bungee Fitness ("Firefly"), its owners, partners, officers, managers, employees, agents and instructors, as well as the manufacturers and suppliers of equipment used by Firefly.
2. **ASSUMPTION OF RISK:** Participant is fully aware that bungee fitness, bungee training, fitness training, Zumba dance fitness, Glutes, Guts and Guns, private training and/or any and all other activities associated with Firefly (the "Activities") include inherent risk and dangers (including serious injury or death), that no amount of care, caution, instruction or expertise can eliminate. Participant knows and understands the scope, nature, and extent of the risks involved in the Activities. Participant voluntarily and freely chooses to incur any and all such risks and dangers and warrants and represents his/her health allows him/her to safely participate therein.
3. **EXEMPTION OF LIABILITY:** Participant hereby fully and forever discharges and releases Firefly from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, arising from the Activities, including but not limited to equipment and training associated with the Activities. Exemption from liability includes loss, damage or injury, resulting from the negligence of Firefly or from any other cause or causes.
4. **COVENANT NOT TO SUE:** Participant agrees, for him/herself and his/her heirs, executors or administrators and assigns, not to institute any suit or action at law, or otherwise, against Firefly, nor to initiate or assist the prosecution of any claim for damages or cause of action which Participant, his/her heirs, executors, or administrators hereafter may have by reason of injury Participant or to his/her property arising from the Activities.

5. INDEMNITY AGREEMENT: Participant agrees, for him/herself and his/her heirs, executors, administrators and assigns, to indemnify and hold Firefly harmless from any and all losses, claims, expenses, actions or proceedings of any kind which may be initiated by any party which arises from the Activities including, but not limited to, reasonable attorney's fees.

6. CONTINUATION OF OBLIGATIONS: Participant agrees and acknowledges that all terms and conditions of this Agreement shall continue in full force and effect at all times after its execution, and shall be binding upon heirs, executors, administrators, or assigns of Participant and/or his/her estate.

7.) INSURANCE DISCLAIMER: Participant understands that Firefly does not provide any insurance, either medical or liability, to any party for any reason, and if I want insurance of any kind, I must furnish my own.

BY SIGNING THIS AGREEMENT, PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT PURSUANT TO WHICH HE/SHE HAS RELEASED ANY AND ALL CLAIMS AGAINST FIREFLY RESULTING FROM HIS/HER PARTICIPATION IN ANY ACTIVITY CONTEMPLATED BY THIS AGREEMENT, INCLUDING THOSE CAUSED BY THE FIREFLY'S NEGLIGENCE.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER. IF YOU ARE UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN AND DATE THIS SECTION.

NAME: _____ TELEPHONE: _____

ADDRESS: _____

SIGNATURE (OR PARENTAL SIGNATURE IF UNDER 18:

DATE: _____