



WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

I hereby acknowledge and understand that there are risks and hazards inherent in Aerial Fitness and the Bungee Workout™ (“Activities”) and I understand that these risks can lead to personal injury, illness, paralysis, permanent disability, and death. Despite the potential hazards and dangers associated with the Activities, I voluntarily agree to participate in the Activities and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of Tough Lotus, LLC or any successor, its owners, officers, directors, agents, and all employees (collectively, “Released Parties”) with the exception of willful or gross negligence.

I understand the nature of the Activities and my experience and capabilities, and believe myself qualified and able to participate in the Activities. I hereby consent to and permit any emergency treatment in the event of injury or illness. I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the Activities and the classes offered at Tough Lotus. I understand that it is my responsibility to consult with a physician prior to, and regarding my, participation in any of the Activities and classes offered. I understand the risks associated with the Activities and I agree to follow all instructions so that I may safely participate in the Activities. I acknowledge and agree that if I am under the influence of alcohol I will not engage in the Activities. I hereby confirm that I have no emotional or health problems incompatible with the Activities.

I hereby grant the Released Parties and their legal representatives the irrevocable right and unrestricted permission to use and publish photographs or video images of me, or in which I may be included, for any purpose authorized by the Released Parties, including but not limited to: website use, editorial publications, catalogs and advertising use. This grant includes the right to modify and retouch the images in the discretion of the Released Parties. I understand that the circulation of such materials could be worldwide and that there will be no compensation to me for this use. In granting this permission to the Released Parties and their legal representatives, I am fully and without limitation releasing it from any liability that may arise from the use of the images.

In consideration of being allowed to participate in the Activities and classes offered at Tough Lotus, I hereby agree as follows:

1. To waive and release any and all claims based upon negligence, active or passive with the exception of intentional, wanton or willful misconduct that I may have now or in the future against the Released Parties;
2. To release the Released Parties from liability and responsibility, whatsoever, for any claim of action that I, my estate, heirs, executors or assigns may have for any personal injury, property damage or wrongful death arising from the Activities whether caused by active or passive negligence of the Released Parties or otherwise with the exception of gross negligence. By executing this document, I agree to hold the Released Parties harmless for any injury, including paralysis or permanent disability, or loss of life which may occur to me during the Activities.
3. To accept and agree not to teach / convey / show or replicate instructional equipment used during the Bungee Workout™ or commit any act to pass on knowledge acquired from the training/ instructions from Tough Lotus and/or other institute procured by Tough Lotus to third parties; and not to compete with Tough Lotus, whether directly or indirectly, without written consent from Tough Lotus. If I commit any act as aforementioned, that may cause damage to Tough Lotus or the Bungee Workout™, then I accept and agree to compensate as claimed by Tough Lotus, the maximum liability, which shall not exceed \$150,000.00.
4. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this agreement. I further agree that this agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, United States of America.
5. If any provisions of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document.

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I have full capacity to enter into this agreement, and do so voluntarily.

I HAVE READ THIS AGREEMENT; I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

Participant’s Signature

Printed Name

Date

Emergency Contact _____

Emergency Contact Number (_____) _____ - _____

Participants under 18 years of age must have a parent or guardians signature, below.

As a parent/guardian, I have read the waiver and release form above. I understand and agree to its waiver and release provisions, consent to the emergency medical treatment and will be responsible for any and all costs. I have discussed with the participant the requirements to follow all instructions, observe rules and to act in a safe and prudent manner. I concur with representations made by the participant about physical capabilities and working order of equipment and agree you may use his/her name and photograph. I understand that an adult must accompany all participants under the age of 18 at all times.

Parent or Guardian Signature

Printed Name

Date