



Liability Waiver

Flow Fitness LLC Participant Agreement, Release of Liability, Waiver and Assumption of Risk

IMPORTANT! Please read this carefully as this is a legal binding agreement. Feel free to consult with legal counsel of your choice. Alterations to this document of any kind, including, but not limited to cross-outs are not permitted.

1. In consideration of receiving the services of Flow Fitness, LLC (any or all studio activities, classes, parties, trainings, and other fitness activities), I hereby release, waive, and discharge any and all claims, damages, losses, liabilities, personal injury, death, damage to property, penalties, fines, costs, and/or expenses of any whatsoever kind and/or nature arising out of or in connection with any and all services received, equipment used, or my participation in any programs from, or made available by, Flow Fitness, LLC, any d/b/a of Flow Fitness, LLC, its Members, Managers, agents, contractors, employees, volunteers, class presenters, party presenters, session presenters, other participants, lessors, insurers, successors and assigns, and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as "Releasees"). This waiver and release includes releasing, waiving, and forever discharging the Releasees from any negligence (whether passive or active), breach of contract, or breach of any statutory or other duty of care, causes of action (whether in law or equity), and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers and hazards of participating in a demo, party or lesson activity. This release, waiver, and discharge of Releasees, is on behalf of myself, my children, parents, guardians, heirs, successors, assigns, personal representatives, my estate, or anyone else who may claim on my behalf.

INITIAL _____

2. I hereby declare myself to be mentally and physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities, programs, or use of equipment of Flow Fitness, LLC. I acknowledge that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician(s), if deemed necessary by my physician(s) as to physical activity, dance, exercise, and use of exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician, and I acknowledge that I assume all responsibility for my participation in activities and use of equipment without professional medical guidance.

INITIAL _____

3. I understand that fitness classes, activities, and lessons involve risk, dangers, and hazards, and I freely accept and fully assume all such risks, dangers, and hazards, and the possibility of personal injury, death, property damage, and loss resulting there from.

INITIAL _____



4. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Florida without regard to its conflict of law rules, and any litigation involving the parties to this agreement shall be brought solely within Hillsborough County, in the State of Florida, and shall be within the exclusive jurisdiction of the Courts of the State of Florida. In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this agreement, the non-prevailing party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees incurred by the prevailing party in enforcing the terms of this agreement.

INITIAL _____

5. I understand this document is a contract and my signing of it is at my own free will. If any part of this agreement is held by a court of law to be unenforceable, that portion that is unenforceable shall be severed from the agreement, and the rest shall survive. I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visits, now and forever to Flow Fitness LLC.

INITIAL _____

6. I do hereby grant Flow Fitness, LLC ("Flow Fitness") permission to use my likeness in photograph or video in any and all of its publications, including website entries and social media, without compensation, royalty, or any other consideration. I understand and agree that these materials will become the property of Flow Fitness and will not be returned. I hereby irrevocably authorize Flow Fitness to edit, alter, copy, exhibit, publish or distribute images of me for purposes of publicizing Flow Fitness programs or for any other lawful purpose. Additionally, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

INITIAL _____

7. In entering this agreement, I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

INITIAL _____

8. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY.**

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, EXECUTORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

INITIAL _____

Participant's/Parent's (for minors) Signature: _____

Participant's Name (print): _____ Date: ____/____/____

Email: _____ Phone: (____) _____

Address: _____ Birthday: ____/____/____

Emergency Contact Name: _____ Phone: (____) _____

How did you hear about us? _____

