

Thrive Fitness, LLC and BodySoulandPole

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

333 Newark Street, Hoboken, NJ 07030

First Name: _____ Last Name _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone# _____ Email: _____

Birthday: / /

Emergency Contact Name: _____ Phone: _____

Relationship: _____

- Pole Dance; Floor classes, All Dance Classes, etc.
• Fitness Classes; including boot camps, weight training, interval training, yoga, etc. All Fitness Classes.
• Personal Training
• Private Lessons
• Private Party
• Workshops
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IN CONSIDERATION of being permitted to participate in any way in any event ("Activity") at any time I, for myself, my personal representatives, assigns, heirs, and next of kin: 1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that I am qualified, in good Health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity. FULLY UNDERSTAND that: (a) This ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or The NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation, or that of the minor, in the Activity. 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the sanctioning organization (s), their administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of Premises on which the Activity is conducted, (each of the forgoing shall be considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED, OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim. I ACKNOWLEDGE THAT I AM AGE 18 OR OLDER, HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S SIGNATURE _____ DATE _____

PRINTED NAME _____ DATE _____

INSTRUCTOR'S SIGNATURE _____ DATE _____

PRINTED NAME _____ DATE _____

WITNESS _____ DATE _____

PRINTED NAME _____ DATE _____