AGREEMENT OF RELEASE AND WAIVER OF LIABILITY ZUMBA[®] FITNESS CLASSES

This agreement is by and between Shelly Parcell (herein referred to as the authorized ZUMBA®

instructor) and ______ (herein referred to as the participant).

I, _____, hereby agree to the following:

- 1. I am participating in ZUMBA[®] Fitness Classes, offered by the authorized ZUMBA[®] instructor and during which I will receive information and instruction about ZUMBA[®]. I recognize that ZUMBA[®] requires physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
- 2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the ZUMBA[®] Fitness Classes. I represent that I have consulted with a physician and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the ZUMBA[®] Fitness Classes.
- 3. In consideration of being permitted to participate in ZUMBA[®] Fitness Classes, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program.
- 4. In further consideration of being permitted to participate in ZUMBA[®] Fitness Classes, I knowingly voluntarily and expressly waive any claim I may have against the authorized ZUMBA[®] instructor or owners, managers, or Board of the facility used during the ZUMBA[®] Fitness Classes, for damages, and injury, including death, that I may sustain as a result of participating in ZUMBA[®] Fitness Classes.
- 5. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue the Authorized ZUMBA[®] instructor or owners, managers, or Board of the facility used during the ZUMBA[®] Fitness Classes, for any injury or death caused by my voluntary participation in the ZUMBA[®] Fitness Classes.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in ZUMBA[®] Fitness Classes.

PARTICIPANT'S SIGNATURE

(DATE)