



SUNSHINE'S FITNESS STUDIO & WELLNESS CENTER, LLC

Sunshine Gannuccelli

Andrea Carver

Namdar Realty Group

Barbara Cookson

RELEASE AND ASSUMPTION OF RISK

This release and waiver of claim memorializes the parties' intent to contractually extinguish negligence liability and all other liability in whatever form, on the part of Sunshine's Fitness Studio & Wellness Center, LLC, dba Zumba with Sunshine, LLC, and Sunshine's Fitness Family, LLC., Andrea Carver, Namdar Realty Group, and Barbara Cookson.

PLEASE PRINT CLEARLY

I, (Participant's Full Name) _____

of (Full Mailing Address) _____

(Email: _____) (Cell Phone: _____)

being _____ years of age (date of birth ____/____/____), for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby and for my heirs, executors, administrators, successors and assigns, declare and agree as follows:

1. That I have voluntarily agreed to participate in programs and services provided by Sunshine's Fitness Studio & Wellness Center LLC, (dba Zumba With Sunshine, LLC, and Sunshine's Fitness Family, LLC) and Alicia Lane (hereinafter "Company") from today forward for an indefinite period of time, and in consideration of being allowed to participate in these programs and services, I do voluntarily execute this Release and Assumption of Risk on behalf of myself and my heirs, devisees and personal representatives.
2. That I have been fully informed of the nature, scope and demands of the programs and services, and understand that they may include activities which could be dangerous to me and other participants and which could cause property damage, bodily injury and or death. See Page 2 for a list of some, but not all, of the potential risks and dangers.
3. That the Company has informed me that there may be dangers and hazards inherent to participants in its programs because of the activities involved, and that I personally recognize and appreciate that such dangers and hazards exist.

4. I accept and assume full responsibility for all harm and injury, of every nature, including death, which may occur to me or which I may suffer or cause to others through my participation in the programs and activities of the Company, and for all damages or loss to any personal property owned by me or damaged by me while I am participating in the programs and activities of the Company and during all travel to and from the same.
5. I will not sue, or otherwise make any claims against the Company, its owners, employees, instructors, or agents, for any personal injury, illness, death, property damage or loss I may sustain as a result of my participation in the programs and activities of the company, whether caused in whole or in part by the ordinary negligence or conduct of the company, its owners, employees, instructors, or agents.
6. In furtherance thereof, I agree to indemnify, hold harmless and release the Company, its instructors, employees, owners, and assigns, from and against any and all claims, demands, actions or causes of action, liability, costs or expenses, and all other damages on account of damage or loss to my personal property, my personal injury, illness, or death, or the bodily injury, death, or damage to personal property of others caused by me, which may result from my participation in the programs and activities of the Company which are not a direct result of any negligent act of the Company or its employees or agents.
7. Should I or my successors assert any claim in contravention of this agreement, whether in bringing a negligence claim or any other claim, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending.
8. I declare that I am able to physically withstand and cope with the disclosed rigors of the programs with or without reasonable accommodation. **I AM CHOOSING TO PARTICIPATE AT MY OWN RISK.**
9. This Release and Assumption of Risk shall be construed and interpreted pursuant to the laws of the State of Maine, and if any portion of it is held invalid, void, unenforceable or illegal, the remainder shall continue in full force and effect.

I declare that I have fully informed myself with the terms and conditions of this Release and Assumption of Risk by having read it or having it read to me before signing, I completely understand it, and I intend to be fully bound thereby. I so assent and agree on this _____ day of _____, 20____.

Signature of Participant

Partial List of Potential Risks and Dangers

Possible risks and dangers may include, but are not limited to, the following:

All manner of injury resulting from falling on or impacting the floor, ground or wall; abrasions, entanglement, failure of exercise equipment; injuries caused through inappropriate technique or overuse, including but not limited to tendinitis, sprains, strains, bruises, dislocations, joint swelling, muscle aches, fractures, shortness of breath, lightheadedness, and death resulting from increased heart rate, increased blood pressure, strenuous physical activity; adverse reactions to items consumed because of dieting or nutritional tips.