**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I desire to participate in bungee dance classes, training, and other related services (the "Activity" or "Activities") provided by GoodVibes Bungee Fitness & LLC, an Alabama limited liability company ("GoodVibes"). As lawful consideration for being permitted by GoodVibes to participate in the Activity, I agree to all the terms and conditions set forth in this Release of Liability and Assumption of Risk (the “Agreement”). Please read the below covenants, representations, and consents and, if acceptable to you, initial beside each one in the space preceding the text.

\_\_\_\_\_\_\_I am aware and understand that the Activities are dangerous, involve the risk of serious injury and/or death and/or property damage, and I agree to follow all instructions so that I may safely participate in the Activities.

\_\_\_\_\_\_\_I acknowledge that any injuries that I sustain may be compounded by the good faith actions of employees trained in emergency response or rescue operations by GoodVibes Bungee Fitness & Tan LLC.

\_\_\_\_\_\_\_I acknowledge that I am voluntarily participating in the activities with the knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the good faith actions of employees trained in emergency response or rescue operations of GoodVibes Bungee Fitness & LLC, or otherwise.

\_\_\_\_\_\_\_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, to include pregnancy, which would limit my participation in the Activities, the classes and training offered by GoodVibes Bungee Fitness & LLC.

\_\_\_\_\_\_\_I understand that it is my responsibility to consult with a physician prior to - and regarding my – participation in any of the Activities, classes and training offered.

\_\_\_\_\_\_\_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 am not pregnant nor have any other diagnosed medical condition that might put myself at risk. I hereby confirm that I have no emotional or health problems incompatible with the Activities.

\_\_\_\_\_\_\_I hereby expressly waive and release any and all claims, now known or hereafter known, against GoodVibes Bungee Fitness & LLC, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, with GoodVibes Bungee Fitness & LLC, the "Released Parties"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the good faith actions of employees trained in emergency response or rescue operations of the Released Parties or otherwise.

\_\_\_\_\_\_\_I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. I shall defend, indemnify, and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers arising out or resulting from any claim of a third party related to the Activities.

\_\_\_\_\_\_\_I hereby irrevocably authorize and license the Released Parties the right to use, display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, and exploit my Name, image, likeness, appearance, and voice in all materials created by or on behalf of the Release Parties that incorporate any of the foregoing (collectively "Materials") all of which are owned solely by the Released Parties, on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and for any purpose, including but not limited to, advertising, public relations, licensing, publicity, packaging, and promotion of the Released Parties and their affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me. I hereby irrevocably release and discharge the Release Parties from any and all claims I might have, including those for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy or rights of publicity, false light, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from the exercise by the Release Parties of their rights hereunder and the use and exploitation of the Materials.

\_\_\_\_\_\_\_This Agreement constitutes the sole and entire agreement of GoodVibes and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of GoodVibes and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the courts located in Baldwin County, Alabama and I hereby consent to the exclusive jurisdiction of such courts.

**I HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE ABOVE**

**RELEASE OF LIABILITY AND ASSUMPTION OF THE RISK**

Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:\_\_\_\_\_\_\_\_

If the client is under the age of 19, a parent/guardian signature is required for services, per the terms on the following page:

**TERMS OF SERVICE FOR MINOR CLIENTS**

Parents and Guardians:

Please read the below terms and, if acceptable, indicate your assent with your signature, below.

I am the parent or legal guardian of the individual named above, and I hereby sign this Release of Liability and Assumption of Risk on behalf of such individual in accordance with the statements above. I understand that I must be present while SJOLIE sunless tanning services are being conducted. I understand and agree to the above provisions in the Release of Liability and Assumption of the Risk, I consent to the emergency medical treatment, and I 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 Sling may use his/her Name, image, likeness, appearance, and voice

Parent / Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent / Guardian Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth:\_\_\_\_\_\_\_\_