



Brieanna Kaplan
AGREEMENT OF RELEASE, ASSUMPTION OF RISK
AND WAIVER OF LIABILITY

Name: _____
Address: _____
Phone: _____ Email: _____
Emergency name & telephone: _____
How did you hear about this class? _____

This agreement is between Brieanna Kaplan (Zumba Instructor), the additional Zumba Instructors who may be conducting classes as appointed by Brieanna Kaplan and the individual whose name is printed and signed below:

I, _____, hereby agree to the following:

1. I am participating in ZUMBA® Fitness classes offered by a Zumba instructor. I recognize that all ZUMBA® Fitness classes require physical exertion that may be strenuous and may cause physical injury, including death, 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 ZUMBA® Fitness classes. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in 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), property damage or loss of any kind in which I may incur as a result of participating in ZUMBA® Fitness classes.
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(s) for any injuries or damages (known or unknown), property damage or loss of any kind, including death that I may sustain as a result of participating in any ZUMBA® Fitness class.
5. This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively "Release") any injury, death, property damage or loss of any kind caused by my voluntary participation in any ZUMBA® Fitness class. This Release, Waiver, Discharge and Covenant Not to Sue is made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, and legal representatives.
6. I hereby grant Brieanna Kaplan, permission to use my likeness in a photograph in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of Brieanna Kaplan and will not be returned. I hereby irrevocably authorize Brieanna Kaplan to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Zumba® fitness programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. I hereby hold harmless



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and release and forever discharge Brieanna Kaplan from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

7. I have read the above release, waiver of liability and assumption of risk, fully understand its contents and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be the complete and unconditional release of all liability. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in any Zumba® Fitness class under the instruction of Brieanna Kaplan.

Releasor/Participant Signature

Date

Parent / Guardian (for participants under 18)

Date