

RECOIL BUNGEE FITNESS

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____ (“I” or “me”), desire to participate in bungee dance classes, training, and related services (the “Activities”) provided by Recoil Bungee Fitness, LLC, a Washington limited liability company (“Recoil”). In consideration for being permitted to participate, I agree to all terms in this Agreement.

1. ASSUMPTION OF RISK

I understand and acknowledge that participation in the Activities involves inherent and significant risks, including but not limited to serious injury, bodily harm, permanent disability, death, and property damage.

These risks include, but are not limited to: falls, loss of balance, collision with objects or other participants, improper use of equipment, harness or bungee system failure, equipment malfunction, anchoring or rigging issues, structural or infrastructure issues, and risks associated with physical exertion.

I voluntarily choose to participate with full knowledge of these risks and assume full responsibility for any injury, loss, or damage that may occur, whether caused by negligence of Recoil or otherwise, to the fullest extent permitted by law.

2. EQUIPMENT, INFRASTRUCTURE, INSPECTION, AND MAINTENANCE

I acknowledge that Recoil conducts routine inspections, preventative maintenance, safety checks, repairs, and replacement of all bungee equipment, harnesses, rigging systems, anchors, flooring, and studio infrastructure in accordance with internal safety procedures and industry standards.

I understand and agree that despite these efforts, risks cannot be fully eliminated and equipment or infrastructure may fail or malfunction without warning. I assume all such risks.

3. MEDICAL CONDITION & PARTICIPATION REQUIREMENTS

I represent that I am in good physical condition and capable of participating in the Activities. I confirm that I am not pregnant and do not have any medical condition that would make participation unsafe.

I understand it is my responsibility to consult a physician prior to participation if I have any concerns, including recent surgeries or injuries. If I have had surgery within the last six (6) months, I will obtain medical clearance prior to participation.

4. INSTRUCTION AND SAFETY COMPLIANCE

I agree to follow all verbal and written instructions provided by Recoil staff at all times. I understand that failure to follow instructions, misuse of equipment, unauthorized movements, horseplay, or participation beyond my physical limits increases risk of injury and may result in removal from class without refund.

I agree to immediately notify staff of any pain, dizziness, discomfort, equipment concerns, or medical issues during participation.

I acknowledge that instructors may provide physical assistance, spotting, or contact as needed for safety.

I agree that I will not participate in the Activities while under the influence of alcohol, drugs, or any impairing substance. I understand that participation while impaired increases the risk of injury to myself and others.

Recoil Bungee Fitness reserves the right to refuse participation, remove a participant from class, or cancel participation without refund if staff reasonably believe a participant is under the influence of alcohol, drugs, or any impairing substance, or otherwise appears to present a safety risk to themselves or others.

5. WAIVER AND RELEASE OF LIABILITY

I hereby waive, release, and discharge Recoil Bungee Fitness, LLC, and its owners, officers, employees, contractors, agents, affiliates, successors, and assigns (“Released Parties”) from any and all claims, liabilities, demands, actions, or causes of action arising out of or related to my participation in the Activities, including those arising from negligence, to the fullest extent permitted by law.

I agree not to bring any legal claim against the Released Parties and to indemnify and hold them harmless from any claims brought by third parties arising from my participation.

6. EMERGENCY CARE

I consent to emergency medical treatment if required during participation and accept full responsibility for any resulting costs.

7. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Washington. Any disputes shall be brought exclusively in the state or federal courts located in Clark County, Washington, and I consent to jurisdiction therein.

8. SEVERABILITY AND ENTIRE AGREEMENT

If any portion of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect. This Agreement represents the entire understanding between the parties and supersedes all prior agreements.

9. ACKNOWLEDGMENT

ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS RELEASE. I UNDERSTAND I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I confirm I am at least 16 years of age (or that a parent/guardian is representing me on my behalf if under 18).

PARENT / GUARDIAN ACKNOWLEDGMENT (IF UNDER 18)

I am the parent or legal guardian of the participant and agree to all terms above on their behalf. I consent to emergency medical treatment and accept responsibility for any related costs. I acknowledge and agree to all risks and releases stated in this Agreement.

Photo & Video Consent Addendum

Participant acknowledges and agrees that Recoil Bungee Fitness may photograph, videotape, and/or otherwise record Participant's image, likeness, voice, and participation during classes, events, or activities. Participant understands that due to the nature of group fitness classes and room layout, it may not be possible to exclude Participant from such recordings. Participant grants Recoil Bungee Fitness the unrestricted right to use such media for lawful business purposes including, but not limited to, marketing, advertising, social media, website content, educational materials, and promotions, without compensation or further approval. Participant waives any right to inspect or approve the finished product and releases Recoil Bungee Fitness from any claims, demands, or liability arising from the use of such media, including claims related to privacy, publicity, or misrepresentation.

Recoil Bungee Fitness understands that some participants may have concerns regarding photography or video recordings. While we cannot guarantee exclusion due to the nature of group classes and studio layout, we may be able to make limited accommodations in certain situations. Participants requesting accommodations must contact the studio in advance at 360.401.3339 to discuss options for their specific class or event.

WEIGH-IN & WEIGHT LIMIT ACKNOWLEDGEMENT

Participant acknowledges that Recoil Bungee Fitness operates under strict insurance and safety guidelines requiring a participant weight range of **90–260 pounds**. This requirement is based on equipment specifications and the **structural integrity of the ceiling anchoring system**. **No exceptions may be made under any circumstances.**

Participant understands and agrees that a weigh-in is required prior to participation and that accurate disclosure of weight is mandatory for safety and compliance purposes. Participant further acknowledges that refusal to participate in a weigh-in, or failure to meet the stated weight requirements, will result in denial of participation without refund, credit, or transfer.

Participant affirms that they fall within the required weight range at the time of participation and understands that this policy is in place solely to ensure the safety of all participants, staff, and the facility.

By signing below, Participant acknowledges understanding of and agreement to this policy and releases Recoil Bungee Fitness from any liability, claims, or damages arising from enforcement of this weight requirement.

4 - 8 Hour Class Cancellation Policy

We understand that unexpected circumstances arise. Cancellations made at least 4 hours prior to a scheduled class through your profile on our website or app will incur no penalty. However, if you cancel less than 4 hours before the class start time, the class credit used to book the session will be forfeited and will not be refunded.

Please note that for 5 AM and 6 AM classes, an 8-hour cancellation notice is required to retain your class credit. This policy helps ensure fair access and availability for other clients to join classes.

Event Cancellation Policy

For private events, we require a minimum of 72 hours' notice for cancellations, as this time is reserved exclusively for your group. Private parties require advance planning, staffing, and preparation, and we block off the studio schedule specifically for your event, which may prevent other groups or clients from booking that time slot.

Cancellations made within the 72-hour window will receive a 50% refund of the amount paid.