

Recoil Bungee Fitness

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, , ("I" or "me") desire to participate in bungee dance classes, training, and other related services (the "Activity" or "Activities") provided by Recoil Bungee Fitness, LLC, a Washington limited liability company ("Recoil"). As lawful consideration for being permitted by Recoil to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this "Agreement"). 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 negligent emergency response or the rescue operations of Recoil. 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 negligence of Recoil 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, including pregnancy which would limit my participation in the Activities, classes, and training offered by Recoil. 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 Recoil, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, with Recoil, 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 negligence 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 grant Released Parties permission to photograph, film, or otherwise record my participation in activities or events held at Recoil Bungee Fitness. I understand and agree that these materials may be used in marketing, promotional, and educational content, including but not limited to social media, websites, advertisements, and print materials, without compensation or prior notification. If I wish to join a class but do not want my image shared by Recoil Bungee Fitness on social media or in marketing materials, I agree to notify Recoil Bungee Fitness in writing prior to my participation. I acknowledge that photos will be taken and shared with the participants of that class without Released Parties control of images or videos and where they may be shared. I acknowledge that failure to provide a photo release will render me unable to participate in classes or activities.

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 Recoil 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 Recoil 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 Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Clark County, Washington and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM AT LEAST 16 YEARS OF AGE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RECOIL.

If the individual named above is under 18 years of age, please agree to the following: 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 and agree to its provisions, consent to emergency medical treatment, and will be responsible for any and all costs. I have discussed with the participant the requirements to follow all instructions, observe rules, and 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 Recoil may use his/her Name, image, likeness, appearance, and voice.

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.

WEIGH-IN & WEIGHT LIMIT ACKNOWLEDGEMENT

Recoil Bungee Fitness

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 and may prevent us from booking another event. Cancellations made within the 72-hour window will receive a 50% refund of the amount paid.