

Zumba® Fitness with Darbie Andrews

FITNESS WAIVER AND RELEASE FORM

I, (Name) _____, agree and consent to the following:

I desire to participate in an exercise/fitness program, namely Zumba® Fitness with Darbie Andrews (herein “the Program”). I understand that with this Program, or any physical activity or exercise program, there is a risk of injury or illness. I understand that it is my sole responsibility to consult with a physician prior to and regarding my participation in the Program, and I hereby represent and warrant that I have no medical condition that would prevent my participation in the Program.

My participation in the Program is voluntary, and I assume full responsibility for all risks, injuries or other damage that may arise out of my participation in the Program. Such injuries may include, but are not limited to, heart attacks, muscle strains, pulls or tears, broken bones, shin splints, heat prostration, injuries to knees, back, foot or other body parts, as well as other illness or injury, including death.

I am solely responsible for loss or damage to my personal property while I am participating in the Program, and neither Darbie Andrews nor the Lake California Property Owners Association, Inc., are responsible for such loss or damage, by any cause.

The Program will take place within the Lake California subdivision, at the “Lake Club.” I agree to indemnify and hold harmless Darbie Andrews and the Lake California Property Owners Association, Inc. (herein “the Association”), together with their respective employees, officers, directors, agents, representatives, and/or assigns (herein “the Andrews Affiliates”), from any damages, costs, expenses (including, without limitation attorney fees and costs), liabilities, claims or injuries arising out of or incident to my participation in the Program, or use of any amenity and/or equipment at the Lake Club. I expressly release and discharge the Andrews Affiliates from any and all claims or causes of action of any kind, and I hereby waive any right that I may otherwise have to bring a legal action against the Andrews Affiliates, for bodily or personal injury, or for property damage.

I hereby waive all rights to photography and recording which may take place within the Lake Club for security, promotion, or other purpose.

I HAVE CAREFULLY READ THIS “FITNESS WAIVER AND RELEASE FORM” AND UNDERSTAND THAT IT IS A RELEASE OF LIABILITY THAT AFFECTS MY LEGAL RIGHTS.

[] I am over the age of 18.

Signature: _____ **Date:** _____

Printed Name: _____ **Phone:** _____

[] I am the parent or legal guardian of _____, who is a minor child age _____ (herein “the Minor”). I am legally authorized to give permission for the Minor to participate in the Program. My signature below indicates that I have read the above provisions, and agree to them as respects any claim, damage, illness, or other injury suffered by the Minor in conjunction with the Program.

Parent or Guardian (Print) _____

Parent or Signature _____ **Date** _____

Email Address: _____