Spin on Fitness Class & Party

WAIVER AND RELEASE

_____ _____/_____/_____ **M** or **F**
First & Last Name of Participant Date of Birth Gender

_____
Address

_____ (_____)_____ (_____)_____
City State Zip Work Phone Cell Phone

_____
Email Address - Please print clearly

Do you Receive Emails from Us? Circle: **YES** or **NO**

_____ (_____)_____ (_____)_____
*First Name & Last Name of Parent/Guardian Printed Work Phone Cell Phone
***Only needed if under 18 years of age.**

I,_____, being of lawful age, or with consent from parent/ guardian, in consideration of being permitted to participate in all activities and events for Spin on Fitness, scheduled for, and run and/or operated by Spin on Fitness/Shelley & Gary Wain, WAIVE, RELEASE, and DISCHARGE Spin on Fitness/Shelley & Gary Wain, it officers and members, and all business associates and partners involved in the presentation of activities and each of their officers and employees, from all liability for or by reason of any damage, loss or injury to person and property, even injury resulting in the death of the Releasor, which has been or may be sustained in consequence of participation in Pole &/or Hoop fitness activities, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand it, and that I am freely and voluntarily executing it. By signing this release I will be forever prevented from suing or otherwise claiming against Spin on Fitness/Shelley & Gary Wain for any property loss or personal injury that I may sustain while participating in or preparing for the above noted activities. I understand that I would not be permitted to participate in the above noted activity unless I have signed this agreement. I authorize Spin on Fitness/Shelley & Gary Wain to reserve the right to photograph and/or videotape for promotional purposes any activities, events and/or programs that myself and/or my child may participate in. I understand that this agreement is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns. I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activities, and, if required, will obtain a medical examination and clearance. This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not to a mere recital. Participant (and participant's parent(s)/guardian(s), if applicable) agree if any claim for participant's personal injury or wrongful death is commenced against Releasees, he/she shall indemnify and save harmless releases from any and all claims or causes of action by whomever or wherever made or presented for participant's personal injuries, property damage or wrongful death. This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the State of Pennsylvania, and it is acknowledged by Spin on Fitness/Shelley & Gary Wain to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST SPIN ON FITNESS/SHELLEY & GARY WAIN.

Signed _____ Age: _____ Date Signed: ____/____/_____
PARTICIPANTS SIGNATURE

_____
PARTICIPANTS NAME (PRINT)

_____ Date Signed: ____/____/_____
PARENT OR GUARDIANS SIGNATURE (Required if participant is under the age of 18 years)