

## ZUMBA® JAMMER WAIVER / RELEASE FORM

## PLEASE READ THE BELOW IN ITS ENTIRETY. DO NOT PRINT A COPY, AS ONE WILL BE PROVIDED FOR YOU ON THE DAY OF THE SESSION TO SIGN.

For and in consideration of Lyna Mourcou Zumba® Jammer (hereinafter referred to as "Lyna Mourcou from LynaBodies Fitness"), permitting the participant to enroll and participate in the ZIN JAM<sub>TM</sub> Session.

- 1. The participant, by signing below, hereby voluntarily indemnifies, releases from liability, and holds harmless Lyna Mourcou, Zumba® Fitness and the facility for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Participant or any other person arising or resulting directly or indirectly from Participant's participation in the session or event.
- 2. In the event that the Participant is injured, Participant agrees to assume ALL financial obligations, either through Participant's personal health insurance, or through some other means, for any medical costs, which Participant incurs. Zumba®, Lyna Mourcou and the facility assume no responsibility for any medical expenses, injury, or damage suffered by Participant in connection with the use of any facilities or services in connection with the activity.
- 3. IT IS THE INTENTION OF THE PARTICIPANT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF LYNA MOURCOU ZUMBA AND THE FACILITY TO EXEMPT AND RELIEVE LYNA MOURCOU, ZUMBA AND THE FACILITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OR WRONGFUL DEATH.
- 4. Participant further agrees that Participant, his/her spouse, assignees, heirs, guardians and legal representatives will not make any claim against, sue or attach Lyna Mourcou or Zumba® or facility for any loss or damage resulting from Participant's participation in the Activity.
- 5. PARTICIPANT IS AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE FITNESS ACTIVITIES AND ACCEPT THAT HE/SHE HAS SEEKED MEDICAL ADVICE BEFORE ATTENDING THE EVENT. PARTICIPANT AGREES THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF THE PARTICIAPANT'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE AND A CONTRACT BETWEEN PARTICIPANT AND LYNA MOURCOU AND PARTICIAPANT SIGNS IT OF HIS/HER OWN FREE WILL

My signature above also acknowledge my agreement that I may be videotaped, audio recorded and /or photographed during the Activity or event, and Lyna Mourcou or Zumba® Fitness may use and modify the images and/or recordings for any and all uses, including but not limited to advertisements and marketing without any compensation and in perpetuity