

Terms of Use Waiver and Release of Liability

I am aware and acknowledge that bungee fitness and bungee trainings pose a risk of injury. I understand that participation in this training and these classes could lead to death, serious neck and spinal injuries, paralysis, permanent disability, illness, and the injury of bones, ligaments, and muscles. I voluntarily agree to participate in the Activities and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death, even if caused, in whole or part, by the negligence of My Health Studio; or Esta McIntyre, Scott McIntyre or any successor, its owners, officers, directors, agents, and all employees (collectively, "Released Parties"), with the exception of willful or gross negligence. I understand the nature of the Activities and my experience and capabilities, and I agree to participate in these Activities.

In consideration of my participation at My Health Studio, the undersigned agrees to forever release, discharge and acquit My Health Studio; or Esta McIntyre, Scott McIntyre, and all employees from all claims for damages or injuries of any kind, nature or description resulting from inherent bungee or fitness related activities. This release includes, but is not limited to that type of injury. This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. All efforts will be made to ensure the safety of all participants.

I understand any physical exercise can be strenuous and subject to risk of serious injury, I understand that I should obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that if I engage in any physical exercise or activity, or use any amenity on the premise, I do so entirely at my own risk.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of: 1) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction; 2) the sudden and unforeseen malfunctioning of any equipment; 3) instruction, training, supervision, or dietary recommendations given by My Health Studio; 4) my slipping and/or falling while in the building, or on the premises, including adjacent sidewalks and parking areas; 5) contact with other participants; 6) the effects of the weather, and all other such risks being known and appreciated by me.

I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically and mentally capable of performing the physical activity I choose to participate in. I understand that bungee fitness is unlike any other exercise program. I agree that if I experience any discomfort that I will stop movement immediately and notify my instructor and or consult a medical professional. I also understand that I must have, and will continue to provide proper hospitalization, health and accidental insurance coverage for myself. In the event of any accident, I hereby release the staff of My Health Studio to render first aid, and if deemed necessary, to seek medical assistance, including transportation by a staff member or ambulance to any health care facility or hospital.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect.

I agree that I am responsible for attending the sessions for which I am scheduled and that any missed sessions will be forfeited. I agree that my participation in classes at My Health Studio may be revoked by management of My Health Studio with or without cause.

I agree and accept to not compete with My Health Studio in any manner including choreography, lesson plans, instructional material, or knowledge acquired from training or consulting with My Health Studio. I understand that in wearing the bungee harness, I may feel discomfort, and even some bruising.

I affirm that I am of legal age and am freely signing this agreement, which is binding on me, my heirs, and on those who may claim by or through me. I sign this agreement voluntarily, and have full capacity to enter into this agreement.

Name (print)

Signature

_____/_____/_____
Date

Home Address

City

State

Zip

Email Address: _____

Phone Number: _____

Emergency Contact

Phone Number