



WAIVER AND RELEASE

This Agreement is between Cherita Raines (ZUMBA instructor), The Everett Clinic and its subsidiaries (the ZUMBA class facility) the additional Zumba instructors who may be conducting classes as substitutes for said instructor AND the individual participant whose name is signed below.

I, _____ (print name) hereby agree to the following:

1. I am participating in ZUMBA Fitness classes, offered by a ZUMBA instructor during which I will receive information and instruction about ZUMBA. I recognize that ZUMBA requires physical exertion that may be strenuous and may cause physical injuries which may include, but are not limited to contusion, muscle strains and sprains, broken bones, lacerations, cardiac malfunction, head, neck and back injury, and paralysis. I am fully aware of the risks and hazards involved and knowingly choose to voluntarily participate in the Zumba Fitness class.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the ZUMBA classes. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in the ZUMBA classes.
3. In consideration of being permitted to participate in ZUMBA classes, I voluntarily and knowingly agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the program and acknowledge my informed consent to do so.
4. In further consideration of being permitted to participate in ZUMBA classes, I knowingly, voluntarily and expressly waive any claim I may have against the authorized ZUMBA instructor(s) and facilities for damages and injury, including death, resulting from the ordinary negligence of the Instructor, the Facility, its agents and employees, that I may sustain as a result of participating In ZUMBA classes.
5. I, my heirs, spouse, and legal representatives' forever release, hold harmless, waive, discharge and covenant not to sue the ZUMBA instructor(s) or facilities for any injury or death caused by my voluntary participation in the ZUMBA classes.
6. This Agreement applies to personal injury or death arising from my participation at all locations where Zumba Fitness is taught by the above named instructors and include injuries and claims for any damaged for loss of property sustained in and around the facility where Zumba Fitness is taught.

The undersigned agrees that this waiver and release is intended to be as broad and inclusive as permitted by federal law, and the laws of Washington State; and that if any portion is held invalid, it is agreed that the balance will continue in full legal force and effect. I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in ZUMBA classes and for any injuries and damages I may sustain as a result thereof.

PRINT NAME OF PARTICIPANT

DATE

PARTICIPANT'S SIGNATURE

PARTICIPANT'S PHONE NUMBER

ZUMBA INSTRUCTOR'S SIGNATURE