



Lotus Fitness Studio, LLC
Participant Agreement, Release of Liability, Waiver and Assumption of Risk

IMPORTANT! Please read this carefully as this is a legal binding agreement. Feel free to consult with legal counsel of your choice. Alterations to this document of any kind, including, but not limited to cross-outs are not permitted.

1. In consideration of the services of Lotus Fitness Studio, its Members, agents, contractors, employees, volunteers, participants, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), I agree to release and discharge RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives and estate as follows:
2. In consideration of my being allowed to participate in the studio activities, classes, or parties and/or to use it's equipment, I agree to the following waiver and release. **INITIAL** _____
3. I, for myself, my heirs, executors or anyone else who may claim on my behalf, hereby waive, release and forever discharge, Lotus Fitness operating under the assumed name of Lotus Fitness, its directors, officers, employees, representatives, class, lessons or party presenters, executors, and all others (the "Releasees") from any and all responsibilities or liability from personal injury, death, damage to property or loss of any kind resulting from participating in any programs or parties or my use of equipment belonging to or made available by Releasees due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and also including the failure on the part of Releasees to safeguard or protect me from the risks, dangers and hazards of participating in a demo, party or lesson activity. **INITIAL** _____
4. I do hereby declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in any of the activities and programs of Lotus Fitness Studio - or use of equipment. I acknowledge that it has been recommended that I have an annual or more frequent physical examination and consultation with my physician(s), if deemed necessary by my physician(s) as to physical activity, dance, exercise, and use of exercise and training equipment, so that I might have recommendations concerning these fitness activities and equipment use. I acknowledge that I have either had a physical examination and have been given my physician's permission to participate, or that I have decided to participate in activity and/or use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in activities and use of equipment in my activities. **INITIAL** _____
5. I understand that FUN classes, activities and lessons involve risk, dangers and hazards and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from. **INITIAL** _____
6. I acknowledge that I have read a copy of the attached Policies and Procedures governing the use of Lotus Fitness Studio, and equipment, and I agree that I will fully comply with these Policies and Procedures as they are amended from time to time. **INITIAL** _____

7. Lotus Fitness Studio, LLC shall not be liable for any injuries or any damage to any participant or be subject to any claim, demand, injury or damages, whatsoever, including without limitation, those damages from acts of passive or active negligence, action or inaction on the part of Lotus Fitness Studio, LLC, its Members, employees or agents. Participant does not hereby expressly forever release and discharge Lotus Fitness Studio, LLC, from all such claims, demands, injuries, damages, actions, or causes of action. Participant acknowledges that she/he has carefully read this paragraph and fully understands that this is a waiver and release of liability. **INITIAL _____**
8. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Florida and no other jurisdiction, and any Litigation involving the parties to this agreement shall be brought solely within the State of Florida and shall be within the exclusive jurisdiction of the Courts of the State of Florida. **INITIAL _____**
9. I understand this document is a contract and my signing of it is at my own free will. I understand that this contract is severable; that if any part of it is held by a court of law to be unenforceable, the rest shall survive. I agree that the venue to any legal action arising out of, concerning, or involving this document or the use of Lotus Fitness Studio, LLC - facilities or Releases will be held in Orange County, Florida. I also understand and agree that this agreement will remain in full force and effect forever and will apply to any and all visits, now and forever to Lotus Fitness Studio, LLC. **INITIAL _____**
10. I do hereby grant Lotus Fitness Studio permission to use my likeness in photograph or video in any and all of its publications, including website entries and social media, without compensation or any other consideration. I understand and agree that these materials will become the property of Lotus Fitness Studio and will not be returned. I hereby irrevocably authorize Lotus Fitness Studio to edit, alter, copy, exhibit, publish or distribute images of me for purposes of publicizing Lotus Fitness Studio programs or for any other lawful purpose. In addition I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any rights to royalties or other compensation arising or related to the use of the photograph or video. **INITIAL _____**
11. In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement. **INITIAL _____**

I have read and understood this agreement and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, executors and representatives may have against the Releasees.
INITIAL _____

Participant's Name (print): _____

Participant's signature /Parent's signature for minors: _____

Date: _____ Phone number: _____
Home Cell

Address: _____
City State Zip

Participant's Email: _____

Participant's Birthday (must be 18 years old for pole): _____

Emergency Contact Name and Phone number: _____

How did you hear about us: _____

Witness Name & Signature: _____