

Kangoo Club Southend

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ASSUMPTION OF RISKS AND WAIVER OF LIABILITY AGREEMENT

I (the "Participant") understand that it is my personal responsibility to consult with the physician prior to my participation in Kangoo Jumps® and other Fitness Programs* or prior to receiving any instruction at Kangoo Club Southend** (KCS) and from its qualified Instructors. I also understand that if at any time during any of KCS fitness sessions/activities, or when receiving any instruction, if I feel discomfort or strain it is my responsibility to cease the activity and consult with the physician. I understand that KCS reserves the right to refuse admission to anyone that KCS think may pose a health risk to themselves or to others. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any Fitness Programs provided/organised by Kangoo Club Southend and its Instructors.

*In this agreement "Fitness Programs" shall include all activities, programs, events, classes and services provided, sponsored and/or organised by Kangoo Club Southend and/or any of its Instructors, including, but not limited to: Kangoo Power™, Kangoo Dance™, Kangoo Kick&Punch™, Kangoo Discovery™, Kangoo Bootcamp™, aerobics, weight training, any kind of parties/events/festivals/parades, team building or any lessons/classes, exercise/fitness sessions and all other such activities.

** In this agreement "Kangoo Club Southend" shall include all activities, programs, events, classes, and services provided, sponsored and/or organized by Kangoo Club Southend and/or any of its approved qualified Instructors – listed on www.kangooclubsouthend.co.uk.

In consideration of being permitted by KCS and its Instructors to participate in their activities and to use their own or hired studios/halls/rooms, outdoor spaces/stalls or remote locations, classes, equipment, I hereby acknowledge that I am aware of the significant risks associated with the participation in these Fitness Programs, my use of the fitness equipment and facilities, rebound sport and any function hosted, provided and/or organised by KCS and its Instructors including the risk of injury to myself or others. These risks include, but are not limited to:

- All injuries, physical or emotional, including but not limited to bruises, scrapes, cuts, sprains, dislocations, broken bones, paralysis, head, facial or dental injuries which might result from falling and hitting the floor, any other temporary or permanent fixture, or other participants.
- Injuries resulting from the failure of Kangoo Jumps® products, equipment, accessories or hardware, slippery/uneven floors/surfaces, including injuries to the joints, muscles, and bones.
- Injury or death due to negligence on the part of myself, KCS and/or the Instructors, or other people around me.

1. In consideration of the possible risks and hazards and in consideration of the fact that I am voluntarily participating in KCS Fitness Programs and using their or my own equipment and/or facilities, now and in the future, I hereby agree to release, indemnify and forever discharge Kangoo Club Southend, its Instructors, trainers, agents, owners, members, shareholders, Directors, partners, employees, volunteers, manufacturers, participants, lessors, affiliates, its subsidiaries, related and affiliated entities, successors and assigns (the "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in any activity with KCS and its Instructors including liability allegedly attributed to the negligent acts or omissions of KCS and its Instructors.

2. I agree that Kangoo Club Southend and its RELEASED PARTIES are not responsible in the event of any kind of loss, damage, unauthorized use, theft, injury, or death resulting from and to any personal property that I bring with me and/or onto the premises/activity location.

3. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

4. I hereby acknowledge and agree that while the minor, someone under 18 years old, is attending with me and/or participating in Kangoo Club Southend Fitness Programs and/or events and utilizing the related equipment and/or facilities or outside the facility, outdoor space/stalls, they are susceptible to the inherent risks that are listed in this agreement but are not limited to. No child/children should be left unattended at any time. Children are the responsibility of their Parent/Guardian/Responsible Adult they arrived with at all times. If I am signing on behalf of a minor child, I also give full permission for any person connected with KCS to administer minor first aid if necessary and give them permission to: call for medical and/or surgical care, to transport the child to a medical facility.

5. As an adult participant, or the Parent/Legal Guardian or a Responsible Adult who has the express permission of the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate in Kangoo Club Southend Fitness Programs, I agree to grant KCS and its Instructors, the permission to photograph and/or record me or my child(ren)/ward(s), and to use the photograph and/or video recording for advertising on social media, for promotional purposes. I further agree to KCS and its Instructors using the photograph and/or video recording in connection with any litigation involving Kangoo Club Southend or its RELEASED PARTIES. I waive any right to inspect or approve the use of the Photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind.

6. If the participant is a minor, someone under 18 years old, I agree that this Assumption of Risks and Waiver of Liability Agreement ("RELEASE") is made on behalf of that minor participant and that all the releases, agreements and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian, or I am a Responsible Adult who has the express permission of the Parent or Legal Guardian of a minor participant to bind the minor participant to this Agreement. I understand and accept the risks involved to the child by participating in Kangoo Club Southend Fitness Programs. By reading and/or signing and/or allowing the minor to participate I agree to completely indemnify and compensate Kangoo Club Southend, its RELEASED PARTIES, and all associated persons for any loss, financial or otherwise, that may occur because of any action brought by the minor.

7. Should Kangoo Club Southend, its Instructors or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to indemnify them for such fees and costs. This means that I will pay all those legal fees and costs myself.

By reading and/or signing this document (or the online equivalent of ticking the box) and/or participating I confirm that I have read and understood this agreement, that I have executed it voluntarily and accept the risks involved. The participants are fit to undertake such activities and I will provide details of any medical or other issue if any (including problems with strobe lighting etc.) before taking part in the activity each time. I am not pregnant nor suspect I could be. Kangoo Jumps activities are not permitted while pregnant. I am additionally acknowledging that if anyone is hurt or property damaged during my participation or the participation of the minor I am responsible for in this activity, it may be found by a court of law that I have waived my right, or the minor participant's right, to maintain a legal action against Kangoo Club Southend, its Instructors or any RELEASED PARTIES on the basis of any claim from which I have released them herein.

It is everyone's responsibility to take sufficient time to acquaint yourself and others you are responsible for with our Terms and that you agree to abide by them. By signing this, you also certify that you have had sufficient opportunity to familiarize yourself with this entire document.

PLEASE USE BLOCK CAPITALS

Full name of Participant/s: _____

Full name of Signee: _____ Phone number: _____

Signature: _____ Date: _____