

Kangoo Club Southend (KCS)

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ASSUMPTION OF RISKS AND WAIVER OF LIABILITY AGREEMENT

Participant Information:

- Full Name: _____ Date of Birth: _____
- Email: _____ Phone Number: _____
- Address: _____

This Assumption of Risks and Waiver of Liability Agreement (the "Agreement") is entered into by the undersigned participant (the "Participant") in connection with participation in any activity, event, service, or program offered or organised by Kangoo Club Southend ("KCS") and/or its approved instructors (the "Instructors").

"KCS Activity/ies" include but is not limited to Kangoo Power™, Kangoo Dance™, Kangoo Kick&Punch™, Kangoo Discovery™, Kangoo Bootcamp™, walks/runs, aerobics, strength training, wellness classes, fitness sessions, parties, events, festivals, outdoor activities, team building, trips or any related instruction, whether in person or virtual.

"Kangoo Club Southend" is a fitness organisation based in Southend-on-Sea, UK, that offers fun, high-energy workout classes with or without Kangoo Jumps® rebound shoes. The Club consists of its approved and qualified KJ Instructors as listed at www.kangooclubsouthend.co.uk.

1. Acknowledgement of Personal Responsibility

I, the Participant, acknowledge that it is solely my responsibility to consult with a medical professional prior to participating in any KCS activity. I further understand that if I experience any discomfort, pain, or adverse symptoms at any point during my participation in a KCS activity, I must cease participation immediately and seek appropriate medical advice. KCS reserves the right to deny access to any participant whom it believes may present a risk to themselves or others.

2. Assumption of Risk

I understand that participation in KCS activities may involve inherent risks, including but not limited to physical or emotional injury, illness, or death. I voluntarily and knowingly assume all such risks, whether foreseen or unforeseen, and whether caused by my own actions, the actions of others, the condition of the facilities or equipment, or the negligence of KCS and its Instructors. These risks may include but are not limited to:

- Minor and serious physical injuries such as bruises, sprains, fractures, head or dental injuries, and muscle strains.
- Injuries caused by falls, collisions with other participants or fixed structures, or faulty Kangoo Jumps® or other equipment and/or other apparatus.
- Health complications from pre-existing medical conditions or the aggravation thereof.
- Illnesses including infectious diseases (e.g., COVID-19 or flu) transmitted through physical proximity or use of shared equipment or facilities.

3. Waiver and Release of Liability

In consideration of my participation in KCS activities and use of any equipment, facilities, or spaces (indoor or outdoor, owned or hired), I, on behalf of myself, my heirs, personal representatives, dependents, and assigns, hereby release, waive, discharge, and hold harmless Kangoo Club Southend, its owners, Instructors, volunteers, agents, employees, affiliates, manufacturers, and any associated or successor entities (the "Released Parties") from any and all liability, claims, demands, or causes of action, known or unknown, arising from or relating to my participation, including claims resulting from the negligence of any Released Party.

4. Loss or Damage to Personal Property

I acknowledge and accept full responsibility for any loss, theft, or damage to my personal belongings brought to or used at KCS activities, facility, or location. KCS and its Released Parties shall not be liable for any such incidents.

5. Severability

If any provision or part of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6. Minors' presence

If the minor (under 18 years old) is brought to the activity, the minor, participating or not, is subject to the same inherent risks described herein. Children must not be left unattended at any time and remain under the responsibility of the accompanying adult at all times (unless 14-17 and a written consent signed). All minors, whether participating or not, must adhere to the KCS behaviour policy. I give permission for any qualified KCS representative to administer minor first aid and/or to seek emergency medical treatment and transport if necessary. I fully accept and assume responsibility for the minor being present at the activity and agree to indemnify and hold harmless KCS and the Released Parties from any claim, loss, or liability arising from their involvement.

7. Media Release

I grant full and unrestricted permission to Kangoo Club Southend and its Instructors to photograph, film, and/or record me or the minor in connection with participation. I authorise the use of such media, without compensation, for promotional, commercial, or legal purposes across all forms of media, including social platforms. I waive any right to inspect or approve such use.

8. Legal Costs and Enforcement

Should any Released Party be required to defend or enforce this Agreement, I agree to indemnify them for all related legal costs and expenses, including attorneys' fees.

9. Medical Disclosure

By signing this Agreement or by checking the relevant box online, I confirm that I am physically fit and not pregnant; that I do not have any medical condition that would make participation unsafe; that I will disclose any known health conditions (including but not limited to skeletal issues, epilepsy, heart problems, or sensitivity to strobe lighting) prior to every session.

10. GDPR Compliance

In accordance with the General Data Protection Regulation (GDPR), I understand that the personal data provided in this form will be used solely for the purpose of organising and managing the fitness classes. The data will be stored securely and will not be shared with any third parties without my explicit consent. I have the right to access, rectify, or request the deletion of my personal data at any time. For any data protection concerns, please contact us directly at kangooclubsouthend@gmail.com.

11. Final Acknowledgment

I acknowledge that:

- I have read and fully understood this Agreement.
- I am signing this Agreement voluntarily and without coercion.
- I have had the opportunity to ask questions and consult legal or medical advisors if needed.
- I accept full responsibility for abiding by KCS Terms and Conditions and other Policies.
- I understand that by signing this document, I may be waiving certain legal rights, including the right to sue.

Signature:

- Participant Signature: _____ Date: _____