



## RELEASE OF LIABILITY

**CUSTOMER'S HEALTH WARRANTY:** Customer represents that they are in good health and has no disability, impairment, injury, disease, or ailment preventing them from engaging in active or passive exercise or which would cause increased risk or injury or adverse health consequences as a result of participation in/use of all classes offered by MoveMaker Media, MoveMaker Studio, The Fitness Studio of DeWitt and facilities. Customer assumes full responsibility for their use of MoveMaker Studio facilities, classes, programs, and products and shall defend, indemnify, and hold harmless The Fitness Studio of DeWitt and its owner, Lindsay Marie Post, against any and all claims, demands, actions, losses, damages, expenses, or costs (including any applicable attorney's fees and costs) arising out of, connected to, or related to Customer's use of the facilities, classes, programs, and/or products. Physical examinations by Customer's physician are recommended and encouraged for Customers before starting an exercise program, especially Customers unaccustomed to physical exertion, or who have physical limitations, a history of high blood pressure, heart problems or other chronic illnesses, or Customers who have a history of heart disease. Customer represents to The Fitness Studio of DeWitt and its owner, Lindsay Marie Post, that the Customer either has the permission and approval of their physician to participate in the activities, programs, and exercise classes and use of exercise equipment or if they do not have such permission, the Customer hereby assumes the risk of injury and death, which may result from such activities.

**WAIVER OF LIABILITY:** Customer agrees and understands that there are risks associated with the use of MoveMaker Studio (The Fitness Studio of DeWitt) facilities, programs, and activities. Customer further agrees and understands that Customer is assuming the risks associated with the use of the facilities, classes, programs, activities, and all equipment contained therein including the risk of injury and death. For and in consideration of the use of the facilities, activities, and programs, Customer agrees to release, discharge, and waive any claim against MoveMaker Media, MoveMaker Studio, The Fitness Studio of DeWitt and its owner, Lindsay Marie Post, franchisees, agents, employees, representatives, successors, manufacturers of equipment, and program creators from any and all damages, injuries or death, arising out of connected to, related to, or resulting from the Customer's use of the facilities and participation in classes, including but not limited to, the exercise and associated equipment and athletic facilities, participation in programs and exercise classes.

*Please review - in full - all additional terms noted on the accompanying Jazzercise Membership Terms and Conditions. Signing The Fitness Studio of DeWitt Release of Liability confirms that you also agree to these terms.*

NAME (please print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_

EMERGENCY CONTACT PHONE: \_\_\_\_\_

**PLEASE REVIEW IN FULL BEFORE SIGNING THE ACCOMPANYING RELEASE OF LIABILITY FOR THE FITNESS STUDIO OF DEWITT. SIGNING THE FITNESS STUDIO OF DEWITT RELEASE OF LIABILITY CONFIRMS THAT YOU ALSO AGREE TO THE FOLLOWING TERMS.**

I hereby authorize Jazzercise, Inc. or its designee to charge my account using the provided information for the total due at the time of purchase as well as the monthly payments if applicable and any applicable taxes, for the full term of the agreement through the use of recurring charges. I hereby affirm that I am legally authorized to use the provided account. I HEREBY AGREE TO PAY FOR ANY CHARGES IN FULL AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS JAZZERCISE, INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND FRANCHISEES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, EXPENSES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) THAT ARISE OUT OF THIS AUTHORIZATION, TO THE FULLEST EXTENT PERMITTED BY LAW. I further understand and agree that: 1) I will be required to complete certain waivers and releases, including, without limitation, a Jazzercise Health Warranty and Release from Liability prior to my use of Jazzercise facilities and services or my participation in Jazzercise classes and programs. I understand that, unless and until I complete any required waivers and releases, including, without limitation, a Jazzercise Health Warranty and Release from Liability, I will not be allowed to use Jazzercise facilities and services or participate in any Jazzercise classes and programs. 2) If I default on any payments, Jazzercise, Inc. shall have the right to deem the entire remaining balance to be immediately due and payable upon demand. 3) Any failed/declined charges may be subject to additional processing fees per transaction. 4) This authorization must remain in full force and effect unless and until the agreement expires or unless and until Jazzercise, Inc. receives written notice, with sufficient time to act, from the Jazzercise franchisee. NOTWITHSTANDING ANYTHING TO THE CONTRARY, I AGREE THAT JAZZERCISE, INC. AND THE JAZZERCISE FRANCHISEE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, AND/OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO ANY WRONGFUL DEBIT TO MY ACCOUNT. 5) UPON CONTRACT EXPIRATION, THIS AGREEMENT WILL AUTOMATICALLY CONVERT TO A MONTH-TO-MONTH TERM. I UNDERSTAND AND AGREE THAT IT IS MY RESPONSIBILITY TO REQUEST CANCELLATION. PLEASE SEE JAZZERCISE, INC.'S TERMS OF SERVICE AND CONTACT THE JAZZERCISE LOCATION FOR ALL APPLICABLE CANCELLATION POLICIES/FEES. YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THIS DATE. 6) To the fullest extent permitted by applicable laws, Jazzercise, Inc. reserves the right to terminate this agreement, and my right to participate in any Jazzercise class(es), at any time and for any reason. 7) If the account holder is a different person than the Jazzercise class enrollee, the account holder and the Jazzercise class enrollee both will be deemed to have agreed to the terms and conditions of this electronic contract and the Jazzercise Terms of Service. I further understand and agree that: 1) The Jazzercise classes are taught by instructors of independently owned and operated franchisees of Jazzercise. 2) These instructors are not employees or agents of Jazzercise, Inc. 3) This agreement will be governed by and construed in accordance with the laws of California applicable to contracts entered into and performed entirely therein. I hereby expressly agree and consent that jurisdiction and venue of all matters relating to this agreement will be vested exclusively in the federal, state and local courts within San Diego, California. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY WAIVE AND RELEASE JAZZERCISE, INC. FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, EXPENSES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS) WHICH ARISE OUT OF OR RELATED TO (A) ANY CLASS OFFERED BY JAZZERCISE FRANCHISEES AND/OR (B) ANY ACT OR OMISSION OF ANY JAZZERCISE FRANCHISEE. I hereby agree that I have read, understand, and agree to be bound by, Jazzercise, Inc.'s Terms of Service, as available at <https://www.jazzercise.com/terms-of-service> (the "Terms of Service"), and Privacy Policy, as available at <https://www.jazzercise.com/Pages/Privacy-Policy> (the "Privacy Policy"), both of the foregoing as they may be modified and replaced from time to time. The terms and conditions of the Terms of Service and Privacy Policy are hereby incorporated into this contract by reference. I hereby agree to all the terms and conditions set forth in this contract and acknowledge that I: (a) have carefully read and reviewed for completeness and accuracy the personal information pertaining to the Customer; (b) grant Jazzercise, Inc. authority to make the above-referenced purchases using the account listed above; and (c) understand and agree to the terms stated in this electronic contract, including, without limitation, the recurring payments.