

BOUJIE BUNGEE FITNESS, LLC

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I, _____, I desire to participate in bungee dance classes, training, and other related services (the Activity or Activities) provided by BOUJIE Bungee Fitness, LLC. As lawful consideration for being permitted by BOUJIE Bungee Fitness LLC to participate in the Activity, I agree to all the terms and conditions set forth in this agreement (this Agreement).

I am aware and understand that the activities are dangerous, involve the risks of serious injury and/or death and/or property damage, and I agree to follow all instructions so that I may safely participate in the Activities. I acknowledge that any injuries I sustain may be compounded by negligent emergency response or the operations of BOUJIE Bungee Fitness, LLC. I acknowledge that I am voluntarily participating in the activities with the knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of BOUJIE Bungee Fitness, LLC or otherwise. I hereby consent to and permit any emergency treatment in the event of injury or illness. I represent and warrant that I am in good physical health and do not suffer from any medical condition which would limit my participation in the Activities, the classes and training offered by BOUJIE Bungee Fitness, LLC. I understand that it is my responsibility to consult with a physician prior to, and regarding my, participation in any of the Activities, the classes and training offered. I acknowledge and agree that if I am under the influence of alcohol I will not engage in the Activities. I hereby confirm that I have no emotional or health problems incompatible with the Activities.

I hereby expressly waive and release any and all claims, now known or hereafter known, against, BOUJIE Bungee Fitness, LLC and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, with BOUJIE Bungee Fitness, LLC, the "Released Parties"), on account of injury, death, property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Released Parties or otherwise. I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. I shall defend indemnify, and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney's fees, and the cost of enforcing any right to indemnification under this Agreement, and cost of pursuing any insurance providers arising out of or resulting from any claim of a third party related to the Activities.

I hereby irrevocably authorize and license the Released Parties the right to use, display, publicly perform, exhibit, transmit, broadcast produce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, and exploit my name, image, likeness, appearance, and voice in all materials created by or on behalf of the Released Parties that incorporate any of the foregoing (collectively "Materials") all of which are owned solely by the Released Parties, on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and for any purpose, including but not limited to, advertising, public relations, licensing, publicity, packaging, and promotions of the Released Parties and their affiliated and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me. I hereby irrevocably release and discharge the Release Parties from any and all claims. I might have, including those for copyright or trademark infringement of moral rights, defamation, invasion of rights of privacy or rights of publicity, false light, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from the exercise by the Released Parties of their rights hereunder and the use and exploitation of the Materials.

This agreement constitutes the sole and entire agreement of BOUJIE Bungee Fitness, LLC and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceable such term or provision in any other jurisdiction. This Agreement is binding on all shall inure to the benefit of BOUJIE Bungee Fitness, LLC and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall governed by and construed in accordance with the internal laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule (whether of State of Louisiana or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in St. Tammany Parish, Covington, La. And I hereby consent to the exclusive jurisdiction of such court.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, THAT I AM AT LEAST 16 YEARS OF AGE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL, RIGHTS, INCLUDING THE RIGHT TO SUE BOUJIE BUNGEE FITNESS.

Signature _____ Date: _____

Address _____

Phone _____ Birthdate: _____

If the individual names above is under 18 years of age, please complete the following:

I am the parent of legal guardian of the individual named above, and I hereby sign this Release of Liability and Assumption of Risk on behalf of such individual in accordance with the statements above. I understand and agree to its provisions, consent to the emergency medical treatment and will be responsible for any and all costs. I have discussed with the participant the requirements to follow all instructions, observe rules and to act in a safe prudent manner. I concur with representations made by the participant about physical capabilities and working order of equipment, and agree BOUJIE Bungee Fitness, LLC may use his/her name, image, likeness, appearance, and voice.

Name: _____

Signature: _____

Date: _____ Phone: _____

Birthdate: _____

Address: _____

EMERGENCY CONTACT _____

PHONE NUMBER _____

OFFICE USE ONLY

WEIGHT

BUNGEE COLOR

HARNESS SIZE