

# Participant Agreement, Release of Liability, and Acknowledgement of Risk

Participant Name \_\_\_\_\_

**NOTICE – THIS IS A LEGALLY BINDING AGREEMENT. READ THIS CAREFULLY BEFORE SIGNING. PLEASE 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.**

In consideration of the services of Yumichic, The Fitness & Flavor Company, Inc., its agents, officers, shareholders, directors, employees, volunteers, participants, exercise and dance equipment builders and installers, exercise and dance equipment designers, exercise and dance equipment manufacturers, 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:

1. I acknowledge the inherent extreme risks in traditional and alternative exercise, dance and party activities, including those which could occur on chairs, benches, bikes, balls, wheels and poles and result in physical or emotional injury, paralysis, death, or damage to me, property belonging to me, RELEASEES and/or third parties. I realize these risks cannot be eliminated and include, among other things, but are not limited to, stepping up onto or falling off chairs; loss of balance and falling in high heel shoes; spinning, inverting and climbing or falling off of the poles; being fallen on or struck by other users; falling off wheels, balls and benches; impacting the ground and/or poles; abrasions and/or injury from poles, climbing poles, inverting on poles, wheels, balls, benches, chairs, weights, pads, and/or the floor; equipment failure; pole failure; climbing, spinning or inverting out of control or beyond ones limits; negligence of other users, visitors, participants, spotters, or other persons who may be present; and/or my own negligence. I understand that there are also unforeseeable accidents which may occur, and I assume all risks associated with such accidents. I agree that it is possible that the equipment being used might malfunction, be defective, and/or fail. I acknowledge and assume all risks for all other activities which may occur in any Yumichic, The Fitness & Flavor Company, Inc., functions such as Yumichic Training sessions, Yumichic events, Yumichic workshops, and Yumichic parties held at a location designated by the booking party or any locations designated by Yumichic, The Fitness & Flavor Company, including, but not limited to, any type of exercise class, dance class or activity, yoga, seminars, workshops, team building activities, weight training, strength and cardio training, aerobics, dance and martial arts.

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2. I agree to abide by all safety rules. In the interest of my safety and the safety of others, I agree to comply with staff requests and instructions. I agree that the jobs of staff are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions, however, they may be unaware of a participant's fitness or abilities. I further agree to use proper exercise and dance practices and procedures. If I fail to use proper exercise and dance practices and procedures the fault is solely mine. I agree to pay attention to the condition of the poles, chairs, ceilings, benches, wheels, balls and all exercise and dance equipment and to advise staff if I inflict or notice any damage.

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3. I understand and I am aware that strength, flexibility, and various activities such as exercise and dance, including the use of equipment is potentially hazardous and that the risks associated with my participation in strenuous exercise include but are not limited to, abnormal blood pressure and heart rate, fainting and heart attack. I expressly agree and promise to accept and assume all of the risks, which exist by reason of my participation in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.

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4. I agree to assume all risks of personal injury, including cardiorespiratory failure, paralysis and death, which may occur while I am participating in a Yumichic, The Fitness & Flavor Company, Inc., activity. I hereby voluntarily release, remise, and forever discharge and covenant not to sue, RELEASEES from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in this activity or my use of RELEASEES equipment and/or facilities, including any such claims which allege negligent acts or omissions of RELEASEES. I understand that this Participant Agreement, Release, and Acknowledgment of Risk includes my claims for personal injury, including death based in total or in part upon the NEGLIGENT ACTION OR INACTION OF RELEASEES.

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5. In the event any claim, demand, or cause of action is made against RELEASEES by me, at the facilities of RELEASEES, I agree to indemnify, hold harmless, and defend RELEASEES; including the payment of reasonable attorneys fees, for any claim arising in whole or in part from alleged negligent action or inaction of RELEASEES. Should RELEASEES, or anyone on their behalf, be required to incur attorney's fees, insurance deductibles, and/or other costs to enforce this agreement, I expressly agree to indemnify and hold harmless that party for all such fees, deductibles and costs.

**Initial** \_\_\_\_\_

Yumichic, The Fitness & Flavor Company, Inc. 13506 Summerport Village Parkway ste. 310 Windermere, FL 34786  
Ph. 407-473-1968 [www.yumichic.com](http://www.yumichic.com)

6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I certify that I have no medical, emotional and/or physical conditions that could interfere with my safety or prevent me from participating in any of the activities and programs of Yumichic, The Fitness & Flavor Company, Inc., or the 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 equipment, so that I might have recommendations concerning these exercise and dance 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 I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

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7. I understand that alternative exercise and dance is not the same as traditional exercise and dance, and that additional skills are necessary for alternative exercise and dance that cannot be acquired in a traditional exercise and dance training session, class or gym. I agree to seek qualified instruction before attempting to spin, pull up, hang, lift, wrap, climb, invert or do any activity on or around alternative equipment including but not limited to poles, chairs, benches, tables and stages.

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8. I acknowledge and understand that there is not a substantial impact absorbing medium between the bottom tier pole area, middle tier pole area, and top tier pole areas; falls from any height on poles and on or around all exercise and dance equipment can result in injury, paralysis or death.

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9. I understand that the use of a crash mat could help prevent head injury, permanent brain damage and/or death, and these crash mats may be purchased, or rented, (subject to availability) from Yumichic, The Fitness & Flavor Company, Inc. If I choose to climb, or invert, without the use of a crash mat, I do so at my own risk. Additionally, if I choose to use any other type of crash mat (such as a yoga mat or exercise mat) I do so at my own risk.

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10. By signing this document I acknowledge that if anyone, including myself, is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against RELEASEES and any party in privity with RELEASEES.

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11. I understand that this document is a contract. I sign it of 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 Yumichic, The Fitness & Flavor Company, Inc., services, or RELEASEES will be 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 I participate in, now and forever, with Yumichic, The Fitness & Flavor Company, Inc. Any future participation with Yumichic, The Fitness & Flavor Company, Inc., is evidence of my continuing support of and agreement with this document.

**Initial** \_\_\_\_\_

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS FOREVER.

**Participant Name** \_\_\_\_\_ **DOB** \_\_\_\_\_  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_  
Twitter: @\_\_\_\_\_ Follow Us: @Yumichic

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## Safety Rules

### General Rules

- No Smoking.
- Food and drinks are not permitted in the activity/action zones.
- Luggage and apparel is not permitted in the activity/action zones.
- Shirt and bottoms are required. Nudity is not permitted.

### Pole Rules

- All participants must sign our waiver, releasing Yumichic, Inc., and The Guess What Training Center by Adanse from liability and acknowledging their personal responsibility for their own safety.
- All pole exercise and dance participants must successfully complete the Introductory Class.
- Participants must be attentive and participate during class.
- Participants may wear t-shirts, tank tops, bra tops, shorts, yoga pants, skorts and any gear to expose arms and legs.
- Participants may be bare foot, use dance trainers, athletic trainers or stiletto trainers.
- No lotions, creams, oils on the skin before class. You may slip off of pole resulting in injury.
- No loose, bulky jewelry worn during class. You may damage belongings or get tangled on pole.
- No climbing or inverting to top tier areas without proper training by an instructor.

### Inverting and Advanced Movement on Poles

- Beginner and intermediate training must be successfully completed prior to inverting.
- Use of crash mats during inverted training, is recommended.
- No training other individuals to invert during a Yumichic, Inc., session.

### Open Pole and Private Practice

- The use of **at least one spotter** is recommended with advance movement.
- The use of the crash mats is recommended to protect difficult moves and inversions.
- Exercise and dance within your personal limits.
- Do not enter in activity/action zone areas when being used by others either on the pole or in chairs.
- Children are not permitted in the studio during exercise and dance sessions.

Yumichic, The Fitness & Flavor, Inc., wants to provide a safe and fun environment for all participants and spectators. Yumichic, The Fitness & Flavor Company, Inc., reserves the right to deny or revoke access to anyone for any act deemed inappropriate or unsafe.

**How did you hear about Yumichic?** \_\_\_\_\_  
**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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