



**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT & PHOTO RELEASE**

My child(ren) are under the age of eighteen and wish to participate in the Junior Jazzercise Program. I warrant that I have legal authority to sign a release from liability and negligence for my child(ren). In exchange for permission for my child(ren) to participate in the Junior Jazzercise Program, I hereby grant the following release and waiver of liability, assumption of risk and indemnity agreement and photo release.

I, for myself and on behalf of my heirs, child(ren), spouse, executors, administrators, personal representatives and assignees (hereafter the "Representatives"), waive, release, discharge, indemnify, hold harmless and agree not to sue Jazzercise, Inc., its officers, directors, shareholders, employees, agents, landlords, lessees, sponsors, representatives, volunteers, affiliates and franchisees (hereafter the "Released Parties") from, any and all liability, responsibility, damages, losses, claims, demands, actions, suits, judgments, costs and expenses (including attorneys' fees) resulting from personal injury, accidents, illnesses, death and/or property loss caused in any manner, including the simple, active or passive negligence of the Released Parties, by participation by my child(ren) in the Junior Jazzercise Program.

I acknowledge that the Junior Jazzercise Program is designed to stress the heart, lungs, cardiovascular and circulatory systems, muscles, joints, ligaments and tendons in an attempt to improve muscular strength and cardiovascular fitness. I acknowledge that my child(ren) and I am aware that my child(ren) should warm up prior to engaging in Junior Jazzercise and should stretch upon completion of these activities. I acknowledge I have been advised to consult with the physician for my child(ren) with respect to any past or present injury, illness, cardiovascular problem, knee problem, joint problem or any other condition or medication that may affect participation and ability to participate in and to endure the exercise programs for my child(ren), and knowingly assume all risks on behalf of myself and my Representatives relating to my child(ren)'s participation in the Junior Jazzercise Program.

I acknowledge that I have discussed with the physician for my child(ren) the appropriateness of The Junior Jazzercise Program in connection with any illness or condition that my child(ren) now have or have previously had and that I knowingly execute this agreement freely and voluntarily on behalf of my child(ren) and myself, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have read this agreement, fully understand its terms, and understand that I am giving up substantial rights, including my and my Representatives' right to sue. This agreement is intended to be as broad and inclusive as permitted by law. If any portion of this agreement is held invalid, the remaining portions will continue in full force and effect.

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PARENT'S SIGNATURE

DATE

I further acknowledge that Jazzercise, Inc. intends to take or have taken still photographs and videotapes of various activities during Junior Jazzercise sessions. These photographs and videotapes may include images of participants in the activities, and specifically may include images of my child(ren). I, for myself and on behalf of my Representatives, hereby grant to Jazzercise, Inc. the irrevocable, worldwide right and authorization to make use of an image of my child(ren), and the likeness and name, in any media and manner as Jazzercise, Inc. may choose, whether now known or later developed, (including without limitation on Jazzercise Inc.'s website and in other Jazzercise, Inc. publications) throughout the world in perpetuity, for any purpose, including but not limited to production, distribution, broadcast, advertising, and promotion of products and/or services and educational, promotional and exhibition use. I also acknowledge and agree that such use may or may not include use of the likeness of my child(ren) or other attributes of the image or personality of my child(ren), whether in a form that is representational of them, or in any similar or modified form and waive and release Jazzercise, Inc. from any and all claims and/or demands I may have on behalf of my child(ren) arising out of or in connection with the use of their photograph, identity and likeness and name, including (but not limited to) claims based on rights of publicity or privacy, defamation or intellectual property rights infringement.

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STUDENT'S NAME

DATE

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ADDRESS

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TELEPHONE NUMBER

BIRTHDAY

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SESSION DATES

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PARENT'S NAME

E-MAIL ADDRESS

