



## **ZUMBINI® CLASS LIABILITY WAIVER AND RELEASE**

I hereby acknowledge and understand, on behalf of myself and my child(ren), that our participation in Zumbini Classes (the “Classes”) could result in our exposure to bodily injury, illness (including, but not limited to viruses such as COVID-19), loss or death, as well as property losses and/or damage to property. For and in consideration of the licensed Zumbini® instructor (the “Instructor”) permitting me to enroll and participate in the Classes, and in recognition of the possible dangers to which I voluntarily subject myself and my child(ren) by participating in the Classes and related activities, I HEREBY AGREE AS FOLLOWS:

1. On behalf of myself and my child(ren), I knowingly, freely and voluntarily assume any and all risk related to the activities in which I and my child(ren) participate resulting from my enrollment and participation in the Classes.

2. On behalf of myself and my child(ren), I hereby voluntarily for myself, my spouse, assignees, heirs, guardians or personal representatives, from the date of entry into this Waiver and Release, hold Zumbini, LLC (“Zumbini”) and the Instructor teaching the Classes (Laritz Mitjans Núñez), as well as their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives blameless and waive any and all rights and causes of action and associated costs for any accident, injury, illness (including, but not limited to viruses such as COVID-19) or death, occasioned by my participation in the Classes, unless caused by the gross negligence of Zumbini or the Instructor, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.

3. In the event I or my child(ren) are injured or become ill (including, but not limited to, contracting viruses such as COVID-19), I voluntarily agree to assume any financial obligation, either through personal health insurance, or through some other means, for any medical costs which I incur and Zumbini and the Instructor teaching the Classes assumes no responsibility for any medical expenses, injury, or personal damage suffered by me in connection with the use of any facilities or services in connection with the Classes, unless caused by the gross negligence of Zumbini or the Instructor, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.

4. On behalf of myself and my child(ren), I hereby voluntarily assume all risk of damage or loss to my property while participating in the Classes and relieve Zumbini and the Instructor teaching the Classes from liability for any and all property damage or loss, unless caused by the gross negligence of Zumbini or the Instructor, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.

You represent and warrant that you have the right to enter into this Agreement on behalf of yourself and your child(ren). You acknowledge and agree that by signing below, you are entering into a legally binding contract and binding both yourself and your child(ren), as well as your spouse, heirs and legal representatives. You further acknowledge that your signature constitutes your agreement and intent to be bound by the terms set forth in this Agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Email (if hasn't been provided yet): \_\_\_\_\_

Name of Child(ren): \_\_\_\_\_

Date: \_\_\_\_\_