



WAIVER AND RELEASE BY PARTICIPANT FROM LIABILITY RESULTING FROM HOOPING

Participant _____ E-mail: _____

Date of Birth: _____ How did you hear about us? _____

Address: _____

Phone Number(s): (Home) _____ (Work) _____ (Cell) _____

In Case of Emergency Contact: _____ Relationship: _____

Emergency Contact Number(s): (Home) _____ (Work) _____ (Cell) _____

Agreement is made between **Participant**, identified above, and Granetta Coleman, of 702 K Street NE, Washington, DC 20002, referred to herein as **Instructor**.

Whereas, *Instructor* teaches or facilitates hooping classes or events in group or in private settings; and

Whereas, the goal of these classes or events (hereinafter sometimes referred to as the **Program**) is to teach the *Participant* various moves with a hoop or allow *Participant* to perform various moves with a hoop as a form of exercise or stress reduction; and

Whereas, **the Participant acknowledges that your hoop or the hoops of others could cause injury to you**; and

Whereas, it is a condition to being accepted into the *Program* that *Participant* executes this Waiver and Release after having read it and had it explained to him/her by the person of their choice; and

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Participant* does hereby waive, release, and agrees to indemnify and hold harmless *Instructor* and *Instructor's* Site Host _____ of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that *Participant* ever had or may have, arising from or in any way related to the participation of *Participant* in the *Program*, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct of *Instructor*.

2. This waiver and release includes (but is not limited to) any injuries to *Participant* resulting from participation in any aspect of the *Program* as well as any injuries resulting from the *Participant* practicing any hoop moves outside of the supervision of *Instructor*.

3. On behalf of the undersigned *Participant*, and the heirs, assigns and next of kin of *Participant*, the undersigned *Participant* waives all claims for damages, injuries and death sustained by said *Participant* that result from hooping.

4. **The undersigned *Participant* certifies that they are in good physical condition and has no physical impairment or injury that would worsen as a result of participation in the *Program*. The undersigned *Participant* certifies that they have also been advised to consult a physician prior to undertaking a physical exercise program.**

5. This Agreement contains the entire agreement between the parties, and supersedes any prior written or oral agreements concerning the subject matter of the Agreement. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, **only** upon the prior written consent of all parties.

6. The provision of this *Agreement* will continue in full force and effect even after the termination of the *Program*, whether by agreement, by operation of law, or otherwise.

7. *Participant* has read, understands and fully agrees to the terms of this Agreement, and confirms that, by signing this Agreement, *Participant* may have given up considerable future legal rights. *Participant* has signed this Agreement freely, voluntarily, under no duress or threat of duress, and without inducement, promise or guarantee being communicated to *Participant*. The signature of *Participant* is proof of his/her intention to execute a complete and unconditional **Waiver and Release** of all liability to the full extent of the law.

WITNESS my signature on the date indicated below:

Signature: _____ Date: _____