

## THE POLE BARN STUDIO

### Parent/Guardian Accident Waiver and Release of Liability Form

IMPORTANT!!! Please read this carefully as this is a legal waiver.

- In consideration of my being allowed to participate in any of the Pole, Aerial Silks, Fitness classes, Private lessons, Private parties and/or to use its equipment, I agree to the following waiver and release ~
- I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN FITNESS/FITNESS classes, including by way of example and not limitation, and any risks that may arise from negligence or carelessness on the part of the persons or entities being released (The Pole Barn Studio, LLC – Rochelle Jacobs, Owner and all Instructors) from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.
- I certify that I am physically fit, have sufficiently prepared for the participation in pole fitness/ fitness classes, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems; which preclude my participation in these activities.
- I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of this activity in which I may participate, and that it will govern my actions and responsibilities at said activities.
- In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
- I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Pole Barn Studio, LLC, Rochelle Jacobs Owner and all Instructors conducting Classes at The Pole Barn Studio.
- I INDEMNIFY, HOLD HARMLESS, AND WILL NOT TO SUE OR FILE ANY CLAIMS AGAINST the entities or persons mentioned in this paragraph from any and relinquish any cause to file all claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.
- I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this activity.

***The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.***

***By voluntarily attending class, private lessons, parties and/or other class activities sponsored by The Pole Barn Studio, you fully assume all such risks, dangers, hazards that could result from the aforementioned classes/activities.***

***The Pole Barn Studio is in no way responsible for the safekeeping of my personal belongings while I attend class.***

***Neither you, your heirs, executors or legal representative(s) will sue or make any other claims of any kind whatsoever against The Pole Barn Studio or its Members/Instructors/Owners for any personal injury, property damage/loss or wrongful death, whether caused by negligence or otherwise.***

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, I AM OVER THE AGE OF EIGHTEEN (18), AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

\*STUDENT FIRST & LAST NAME \_\_\_\_\_

\*PARENT/GUARDIAN FIRST & LAST NAME \_\_\_\_\_

\* PARENT/GUARDIAN Signature \_\_\_\_\_

DATE: \_\_\_\_\_

\*Phone # \_\_\_\_\_

\*Email address: \_\_\_\_\_ .com