

Activity Waiver Form - Hula Hooping

THIS ACTIVITY WAIVER FORM (this "Waiver") dated this _____ day of _____, _____.

IN CONSIDERATION of being allowed to participate in the Activity and other good and valuable consideration, the receipt of which is hereby acknowledged, I

_____ (the "Participant")
agree with Rachel Nicole Nabors of 1215 W Superior St and Caribou Physical Therapy of 114 S Boyer Ave, Sandpoint, ID 83864, USA (collectively the "Activity Provider") to the following:

DETAILS OF ACTIVITY

1. The Participant will be participating in the following activity: Hula Hoop Lessons (the "Activity") provided by the Activity Provider.
2. Hula hooping is an engaging dance activity that includes but is not limited to the following: spinning, jumping, hopping, moving arms in circles, bending over, stretching and more. It does not require participants to lift heavy objects. It is in the nature of learning how to hula hoop that there may be loss of control of the hula hoop at times. Participants need to be aware that they can hurt themselves or others if the hula hoop is not under control.

CONSIDERATION

3. Being of lawful age and in consideration of being permitted to participate in the Activity, the Participant releases and forever discharges the Activity Provider, the Activity Provider's spouse, heirs, executors, administrators, legal representatives, and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims, and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the Activity, and notwithstanding that such damage, loss, or injury may have been caused solely or partly by the negligence of the Activity Provider.
4. The Participant understands that the Participant would not be permitted to participate in the Activity unless the Participant signed this Waiver.

CONCURRENT RELEASE

5. The Participant acknowledges that this Waiver is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant by the Activity Provider, and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives, and assigns.

FITNESS TO PARTICIPATE

6. The Participant acknowledges to the Activity Provider that the Participant does not have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent the Participant from participating in the Activity. If required, the Participant will obtain a medical

Initials: _____

examination and clearance.

FULL AND FINAL SETTLEMENT

7. The Participant acknowledges and agrees with the Activity Provider that: (1) the Activity Provider has given the Participant sufficient time to carefully read this Waiver, (2) the Participant has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Waiver, (3) the Participant fully understands the risks and claims that the Participant is waiving to participate in the Activity, (4) the Participant is freely and voluntarily executing this Waiver, and (5) the Participant is forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the Activity.

GOVERNING LAW

8. This Waiver will be governed by and construed in accordance with the laws of the State of Idaho.

EMERGENCY CONTACT

9. Name: _____
Phone: _____

_____ (Date)
_____ (Participant)