

**LAUNCH BUNGEE FITNESS, LLC**  
**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I, ("I" or "me"), desire to participate in bungee dance classes, training, and other related services (the "Activity" or "Activities") provided by Launch Bungee Fitness, LLC, an Oklahoma limited liability company ("Launch"). As lawful consideration for being permitted by Launch to participate in the Activity or Activities, I agree to all the terms and conditions set forth herein.

I am aware and understand that the Activities offered by Launch involve intense physical exercise while strapped into a bungee device and other forms of intense physical exercise. I am aware and understand that these Activities carry inherent risks and hazards and can be dangerous. I am aware and understand that the Activities involve the risk of serious injury, disability, death, and/or property damage. Despite the potential risks and hazards related to the Activities, I voluntarily agree to participate in the Activities and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs, and/or damages following such injury, disability, paralysis, or death, even if caused, in whole or part, by the negligence of Launch. I agree to follow all instructions so that I may safely participate in the Activities. I hereby consent to and permit any emergency treatment in the event of injury or illness.

I represent and warrant that I am in good physical health and do not suffer from any type of medical condition which would limit my participation in or is otherwise incompatible with the Activities, the classes, and/or training offered by Launch. I understand that it is my responsibility to consult with a physician prior to, and regarding my, participation in any of the Activities, the classes, and/or training offered by Launch. I acknowledge and agree that if I am under the influence of alcohol, drugs, medications, and/or other substances that I will not engage in the Activities. I also understand the nature of the Activities and my experience and capabilities and believe myself qualified and able to participate in the Activities.

I hereby expressly waive and release any and all claims, now known or hereafter known, against Launch, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, with Launch, the "Released Parties"), on account of injury, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Released Parties or otherwise. I covenant not to make or bring any such claim against the Released Parties, and forever release and discharge the Released Parties from liability under such claims. I shall defend, indemnify, and hold harmless the Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, and/or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out or resulting from any claim of a third party related to the Activities.

I hereby irrevocably authorize and license the Released Parties the right to use, display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, and exploit my name, image, likeness, appearance, and voice in all materials created by or on behalf of the Released Parties that incorporate any of the foregoing (collectively "Materials") all of which are owned solely by the Released Parties, on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created and for any purpose, including but not limited to, advertising, public relations, licensing, publicity, packaging, and promotion of the Released Parties and their affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me. I hereby irrevocably release and discharge the Released Parties from any and all claims I might have, including those for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy or rights of publicity, false light, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world arising directly or indirectly from the exercise by the Released Parties of their rights hereunder and the use and exploitation

of the Materials.

This Release constitutes the sole and entire agreement between myself and Launch with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of Launch and myself and our respective successors and assigns. If any action is undertaken at law or in equity to construe, enforce, and/or interpret the provisions of this Release, Launch shall be entitled to an award (fixed by a court of competent jurisdiction) of its reasonable attorney's fees and costs incurred in prosecuting and/or defending such action in the event that Launch is deemed a prevailing party. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the District Court of Cleveland County, Oklahoma and/or the United States District Court for the Western District of Oklahoma and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS DOCUMENT.**

Participant Name (Print): \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Email: \_\_\_\_\_

**If the individual named above is under 18 years of age, please complete the following:**

I am the parent or legal guardian of the individual named above, and I hereby sign this Release of Liability and Assumption of Risk on behalf of such individual in accordance with the statements above. I understand and agree to its provisions, consent to the emergency medical treatment and will be responsible for any and all costs. I have discussed with the participant the requirements to follow all instructions, observe rules and to act in a safe and prudent manner. I concur with representations made by the participant about physical capabilities and working order of equipment, and agree Launch may use his/her name, image, likeness, appearance, and voice.

Parent/Guardian Name (Print): \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Email: \_\_\_\_\_

# Health History Form

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Emergency contact name and number: \_\_\_\_\_ # (\_\_\_\_) \_\_\_\_\_

## REQUIREMENTS FOR PARTICIPATION

- Must be within the weight limit of 90-240 pounds
- Must not be pregnant
- Must not have had any major surgeries within the past 4 months

Do you meet the requirements listed above? (Please check) Yes  No

In case of emergency, we would like to know how best to help you. Please answer the following questions:

### Do you have any medical conditions we should be aware of? (Please check)

Epilepsy  Narcolepsy  Arthritis  Chronic pain  High blood pressure

Low blood pressure  Anemia  Hypoglycemia  Other \_\_\_\_\_

Are there any special instructions pertaining to your illness that would be helpful to know if an emergency situation were to occur? If so, please list them here:

\_\_\_\_\_  
\_\_\_\_\_

Have you had any recent injuries Y/N? \_\_\_\_\_ If so have you been cleared by your doctor to exercise Y/N? \_\_\_\_\_

Have you had surgery in the past 6 months Y/N? \_\_\_\_\_ If so, have you been cleared by your doctor to exercise Y/N? \_\_\_\_\_

Do you have any allergies that we should be aware of? If yes, Please list them here:

\_\_\_\_\_ Are you taking any medication that would alter the course of treatment in an emergency situation? (Medications that would interact poorly with other medications) If so, please list them here:

How many days a week do you exercise? (Please check) 0-1  2-3  3-4  5-7

(Participant Signature): \_\_\_\_\_ Date: \_\_\_\_\_

## OFFICE USE ONLY:

Weight: \_\_\_\_\_ Harness: \_\_\_\_\_ Bungees: \_\_\_\_\_ Instructor: \_\_\_\_\_