

PARTICIPANT AGREEMENT, RELEASE, CONSENT, AND ASSUMPTION OF RISK ("Agreement")

Participant Name ("I" or "my") (print) _____

Address _____ City _____ State _____ Zip _____

Phone _____ email _____

In consideration of the services of **Zest Ed, LLC** from William Zest and Kymberlie Zest ("ZED") and its volunteers, participants, agents, officers, administrators, sponsors, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge ZED on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

Initials

- _____ 1. I understand that I **share the responsibility for my safety and satisfaction** before during and after my participation in ZED. I have reviewed all ZED program information, regulations, and policies and agree to abide by them. I have had the opportunity to ask questions about the risks and the service policies of the ZED program(s).
- _____ 2. Instruction to create further confidence and independence is an essential element of ZED programs. It is impossible to provide instruction that will be perfectly applicable in all scenarios. I am fully responsible for my actions, their risks, my safety, and the safety of others after and outside of participation in ZED services. **I am responsible for any consequences of my learning, understanding and use of any ZED instruction during and after participation including use of equipment.**
- _____ 3. I acknowledge the activities that are taught, included, demonstrated or discussed by ZED at any location, through any method, subject me to risk. These risks cannot be eliminated without jeopardizing the essential qualities of ZED and the activities. It is impossible to anticipate every activity in which I will engage in or risks I will be exposed to. Activities may include but not limited to: sports movements, fitness training, use of machinery, use of sharp tools, use of fire, exposure to environmental elements, exposure to people and situations outside of ZED, and wild animals. **I engage in these activities voluntarily and at my own risk.**
- _____ 4. ZED cannot prevent all accidents or eliminate all risk. ZED activities will not always be supervised. Typical common risks include but are not limited to: cuts, bruises, strains, burns, GI distress, or emotional stress. **I fully understand that risks could include serious bodily injury including permanent disability and death.**
- _____ 5. Many ZED activities require that participants are touched by instructors or fellow participants. Instructional touch may demonstrate or correct a movement, may reduce risk of injury, or increase awareness of technique. Participation touch may be instrumental in meeting the goals of the activity. I am voluntarily agreeing to touch as a part of ZED services. At any time I may request not to be touched and assume all risk associated therewith. **I expressly acknowledge that I will be touched by instructors or participants and consent to touching as a part of ZED services.**
- _____ 6. Without a certain degree of risk and independence I will not be able to learn or improve skills which is an essential element of participation in ZED. By signing this Agreement, **I expressly agree and promise to accept and assume all of the risks and responsibility for losses, costs, and damages by participating in ZED activities.**
- _____ 7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else **I agree to bear the costs of such injury or damage myself. I further certify that I am of sufficient physical and mental condition to participate in ZED activities and I am willing to assume the risk of any medical or physical condition I may have.**
- _____ 8. **I hereby voluntarily release, waive, forever discharge, covenant not to sue, and agree to indemnify and hold harmless ZED from any and all claims, demands, or causes of action, which are in any way connected with my participation in ZED activities or my use of ZED equipment or space including any such claims which allege negligent acts or omissions of ZED.**

I understand and agree to these additional terms:

_____ ZED has permission to use my photo, image, or video in promoting ZED. This includes website, internet, and social media postings.

_____ My goals are multi-faceted and there are many variables in achieving them. ZED cannot guarantee any particular outcome during or after ZED programs in working towards my goals.

_____ I agree to the payment policies stipulated on the ZED website and in the ZED handbook. I have had the opportunity to ask questions and understand the services, structure, and expectations for myself and ZED. I also understand ZED reserves the right to change the costs of the services it provides from time to time and this does not dismiss me from paying ZED for all services it has already provided. If I fail to pay ZED the agreed upon amount within the established timeline, ZED may charge late fees until I have resolved my outstanding balance. ZED may pursue all of the legal remedies it has available to collect outstanding balances and I agree to reimburse ZED for all associated costs, including legal and attorney's fees.

_____ Should ZED or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement I agree to reimburse ZED for such fees and costs.

Signature of participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

In consideration of the above participant who is under the age of 18 ("Minor") I affirm that I am the Minor's parent or legal guardian. I understand the nature and risks of the above referenced activities and believe the Minor to be qualified to participate. I have the capacity to and further agree to indemnify and hold harmless ZED from any and all claims which are brought by or on behalf of the Minor and which are in any way connected with such use or participation by Minor subject to all terms above.

Parent or Guardian Signature _____ Date _____

Name (print) _____

