



jazzercise. for Jack

Jack Sundberg is the 3 year old son of Megan & Craig Sundberg (Megan is an Erie Jazzercise Instructor). Jack has been diagnosed with a malignant brain tumor. We're raising money to help Jack & his family with the various expenses involved in his medical treatment. **Make checks payable to "Jack Sundberg."** You can find out more about Jack at www.jacksbattle.com.

**Saturday, February 16th from 9am to noon
at St George School Gymnasium**

Minimum \$20 in pledges

(Turn in at least \$100 in pledge money by February 8 and you'll receive a FREE t-shirt the day of the benefit)

Name	Address	Phone	amount	Paid
1				
2				
3				
4				
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6				
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10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total donations received				

Participant Name: _____
Please print

T-Shirt Size: (circle one)
S M L XL no shirt

I have read the release & waiver of liability, assumption of risk & indemnity agreement & photo release
(attached or printed on the reverse)

Signature: _____

Date: _____

Date: 2/16/08
Time: 9am
Event: Jazzercise Benefit for Jack Sundberg



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT & PHOTO RELEASE

In exchange for permission to participate in a Jazzercise Dance Fitness Class, I hereby enter into the following release and waiver of liability, assumption of risk and indemnity agreement and photo release.

I, for myself, my heirs, spouse, executors, administrators, personal representatives and assignees, waive, release, discharge, indemnify, hold harmless and agree not to sue Jazzercise, Inc., its officers, directors, shareholders, employees, agents, landlords, lessees, sponsors, representatives, volunteers, affiliates and franchisees (hereafter the "Released Parties") from, any and all liability, responsibility, damages, losses, claims, demands, actions, suits, judgments, costs and expenses (including attorneys' fees) resulting from personal injury, accidents, illnesses, death and/or property loss caused in any manner, including theft, fire and the simple, active or passive negligence of the Released Parties, by my participation in the Jazzercise Fitness Class.

I acknowledge the Jazzercise Dance Fitness Program is designed, through dance routines, to concentrate on the cardiovascular system, flexibility, balance, coordination, muscle toning and endurance. The routines allow for a warm-up and cool-down period, and students are advised to warm-up and to pace themselves during the course of routines. I acknowledge I have been advised to consult with my physician with respect to any past or present injury, illness, cardiovascular problem, knee problem, or any other condition that may affect my participation and ability to participate in and to endure the exercise programs, and knowingly assume all risks relating to my participation in the Jazzercise Dance Fitness Program.

I acknowledge that I have discussed with my physician the appropriateness of The Jazzercise Dance Fitness Program in connection with any illness or condition that I now have or have previously had and that I knowingly execute this agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have read this agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. This agreement is intended to be as broad and inclusive as permitted by law. If any portion of this agreement is held invalid, the remaining portions will continue in full force and effect.

I, for myself, my heirs, spouse, executors, administrators, personal representatives and assignees, hereby grant to Jazzercise, Inc. the irrevocable, worldwide right and authorization to make use of my photograph, identity and the likeness and name, in any media and manner as Jazzercise, Inc. may choose, whether now known or later developed (including without limitation on Jazzercise Inc.'s website and in other Jazzercise, Inc. publications) throughout the world in perpetuity, for any purpose, including but not limited to production, distribution, broadcast, advertising, and promotion of products and/or services and educational, promotional and exhibition use. I also acknowledge and agree that such use may or may not include use of my likeness or other attributes of my image or my personality, whether in a form that is representational of me or in any similar or modified form and waive and release Jazzercise, Inc. from any and all claims and/or demands I may have arising out of or in connection with the use of my photograph, identity and likeness and name, including (but not limited to) claims based on rights of publicity or privacy, defamation or intellectual property rights infringement.

Read the above information carefully and then sign the attached Signature Page.