



WAIVER AND RELEASE OF LIABILITY

Express assumption of risk: I, the undersigned, am aware that there are significant risks involved in all aspects of physical training and dance. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, releasees, my training partner, or other people around me; injury or death due to improper exercise; strains and sprains. I am aware that any of these above-mentioned risks may result in serious injury or death to myself and or my partner(s). I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at, or under the direction of DanceFit LLC and or DanceFit Exertainment LLC.

I acknowledge that I have no physical impairments, injuries, or illnesses that will endanger me or others.

Release: In consideration of the above-mentioned risks and hazards and in consideration of the fact that I am willingly and voluntarily participating in the activities offered by DanceFit LLC dba DanceFit Chestnut Hill and or DanceFit Exertainment LLC dba DanceFit Frankford Ave, I, the undersigned hereby release DanceFit LLC, their principals, agents, employees, and volunteers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributed to the negligent acts or omissions of the above-mentioned parties. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect.

Indemnification: The participant recognizes that there is risk involved in the types of activities offered by DanceFit Chestnut Hill and or DanceFit Frankford Ave. Therefore the participant accepts financial responsibility for any injury that the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above-mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless DanceFit LLC dba DanceFit Chestnut Hill and or DanceFit Exertainment LLC dba DanceFit Frankford Ave, their principals, agents, employees, and volunteers from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by DanceFit Chestnut Hill and or DanceFit Frankford Ave. This includes but is not limited to the Chestnut Hill studio and Frankford Ave studio.

I understand that DanceFit Chestnut Hill and or DanceFit Frankford Ave has the right to refuse entrance to the facility or use of any equipment and has the right to ask me to leave the premises if I appear under the influence or am in any way threatening, abusive, or act in an inappropriate way to any persons or property. I agree to be responsible for any damage or loss I cause to persons or property while at DanceFit Chestnut Hill and or DanceFit Frankford Ave.

I have read and understood the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.