

INDIVIDUAL PARTICIPANT WAIVER AND GENERAL RELEASE

In consideration of the provision by Xpress Dance Classes, LLC ("Xpress Dance") of dance instruction ("Dance Instruction") and my willing and voluntary participation in the Dance Instruction, I hereby agree as follows for myself, my executors, administrators, heirs, next of kin, successors and assigns:

<u>Physical Condition</u>. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Dance Instruction. I represent and warrant that I am physically fit and I have no physical impairments, illnesses, injuries or other medical conditions that would endanger me or others.

<u>Express Assumption of Risks</u>. I am aware that there are significant risks involved in all aspects of physical training, including but not limited to, the Dance Instruction, and that my participation in the Dance Instruction carries with it the potential for death, injury, and/or property damage. I freely and voluntarily assume full responsibility for any and all such risks and hazards, and, accordingly, my participation in the Dance Instruction shall be entirely at my own risk. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released hereby, from dangerous or defective equipment or property owned, maintained or controlled by them or others.

<u>Waiver and Release</u>. I hereby waive, release and discharge any claims, liabilities, demands, actions or rights of action of any kind or nature, legal or financial, that I may have against Xpress Dance, its owners, members, instructors, advisors, and all employees and agents (collectively with Xpress Dance, the "Xpress Dance Parties") whether caused in any way by the negligence or not, arising from the participation in or observation of any Xpress Dance activity, including but not limited to the Dance Instruction (the "Claims").

<u>Agreement Not to Sue; Indemnification</u>. I agree not to sue any of the Xpress Dance Parties for any of the Claims. I agree to indemnify and hold harmless the Xpress Dance Parties from any claims made or liabilities assessed against them, now or in the future, as a result of my participation in the Dance Instruction.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS DOCUMENT, I UNDERSTAND ITS CONTENTS AND I HAVE FULL LEGAL CAPACITY TO SIGN THIS DOCUMENT AND BIND MYSELF TO ITS TERMS.

Your Name:		Group Class Name:	
Date:		_Signature:	
Address:			
City:	State:	Zip:	_ Your Date of Birth:
Phone:		Email:	
Comergency Contact: Contact's Phone:		's Phone:	