



ORGANIZATIONAL WAIVER AND GENERAL RELEASE

This Agreement of Waiver and General Release (this “Agreement”), dated as of _____, 20____ (the “Effective Date”), is entered into by and between **Xpress Dance Classes, LLC**, a Maryland limited liability corporation (“Xpress Dance”), and _____, a _____ [name of state] _____ [corporation/limited liability company/non-profit corporation] (“Customer”).

WHEREAS, Xpress Dance is in the business of providing dance instruction, physical training and instruction in other physical activities (“Dance Instruction”);

WHEREAS, Customer has requested that Xpress Dance provide Dance Instruction at the following premises: _____ (the “Premises”), which Premises is owned or leased by Customer, and Xpress Dance wishes to provide such Dance Instruction subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the respective representations, warranties, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Representations and Warranties of Customer. Customer hereby represents and warrants to Xpress Dance as follows as of the date hereof:

(a) Customer is the owner or tenant of the Premises with the lawful right to use and occupy the Premises and invite Xpress Dance to use and occupy the Premises for the purpose of providing Dance Instruction;

(b) Customer has complete control over the area of the Premises in which the Dance Instruction will be performed (the “Instruction Area”);

(c) The Instruction Area is safe, non-hazardous, clean and in good condition and is fit for the purpose of Dance Instruction;

(d) Customer has obtained any and all consents and/or waivers required by the owner of the Premises necessary or advisable to permit Xpress Dance to perform the Dance Instruction on the Premises; and

(d) Customer has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly executed and delivered by Customer and, assuming the due authorization, execution and delivery thereof by Xpress Dance, constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms.

2. Representations and Warranties of Xpress Dance. Xpress Dance hereby represents and warrants to Customer as of the date hereof that Xpress Dance has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder. This Agreement has been duly executed and delivered by Xpress Dance and, assuming the due authorization, execution and delivery thereof by Customer, constitutes the legal, valid and binding obligation of Xpress Dance enforceable in accordance with its terms.

3. Express Assumption of Risks. Customer acknowledges that there are significant risks involved in all aspects of physical training, including but not limited to, the Dance Instruction, and that the Dance Instruction carries with it the potential for death, injury, and/or property damage. Customer, for itself and for each of its employees, invitees, affiliates and other persons on the Premises or participating in the Dance Instruction (collectively, "Participants"), freely and voluntarily assume full responsibility for any and all such risks and hazards, and, accordingly, Customer's and Participant's participation in the Dance Instruction shall be entirely at Customer's own risk. Customer acknowledges 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.

4. Waive, Release and Indemnification. Customer, for itself and for any Participants, hereby holds harmless, releases and forever discharges Xpress Dance, its owners, members, instructors, advisors, officers, contractors, employees, agents and successors and assigns (collectively with Xpress Dance, the "Xpress Dance Parties") from any and all claims, demands, rights, and causes of action of whatsoever kind and nature from the beginning of the world into the future, including but not limited to all claims, demands, rights and causes of action which relate in any manner whatsoever to (i) the Dance Instruction, (ii) any products, services, or equipment provided to Customer or Participants by any of the Xpress Dance Parties, and/or (iii) damage to, in connection with, or resulting from, the Instruction Area and Premises (collectively, the "Claims"). Customer further agrees not to sue any of the Xpress Dance Parties for any of the Claims.

6. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. In the event any provision of this Agreement shall be held invalid or unenforceable, it shall be deemed modified, only to the extent necessary to make it lawful. To effect such modification, the said provision shall be deemed deleted, added to and/or rewritten, whichever shall most fully preserve the intentions of the parties as originally expressed herein. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or similar) format and sent by e-mail or other electronic form shall be deemed original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Waiver and General Release as of the day and year first above written.

XPRESS DANCE CLASSES, LLC

By: _____

Jessica Lindenfesler, Director
Sole Member

CUSTOMER:

By: _____

Name: _____

Title: _____