



RELEASE AND WAIVER OF LIABILITY AGREEMENT

I acknowledge that I (and my family members) have voluntarily applied and registered to participate in the activities occurring at the Ballroom and Latin Dance Club, LLC., hereafter: Club. These activities include but are not limited to dance, exercise, etc. which are organized by the Club and/or other independent contractors/instructors and/or personal event organizers. Any rental activities are included.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

Because physical exercise and/or activity can be strenuous and subject to the risk of serious injury, I understand that the Club and/or instructors urge me to obtain a physical examination from a doctor before using any equipment or participating in any activity in the Club. I (each member, guest, or participant) agree that if I engage in any physical exercise or activity or use any amenity on the premises or off premises including any sponsored club event, I do so **ENTIRELY AT MY OWN RISK**.

I agree that I assume the cost of and shall reimburse the facility for the facility's expenses incurred in repairing or replacing the facility's property damaged or destroyed as a result of my negligence or willful reckless conduct while participating in the Club.

I give the Club permission to use my photograph, name, image, or voice for publicity or advertising purposes. I have the right to decline this in writing at any time.

I agree that I am voluntarily participating in the use of this facility AND ASSUME ALL RISKS of injury, illness, or death. The Club is also not responsible for the loss of any of my personal property.

This waiver and release of liability includes without limitation, all injuries that may occur, regardless of negligence, as a result of (a) my use of all amenities and equipment in the facility and my participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment and (c) my slipping and/or falling while in the Club, or on the Club premises, including adjacent parking areas and sidewalks.

I acknowledge that I have carefully read this waiver of liability agreement and fully understand that it is a RELEASE OF LIABILITY. I expressly agree to release and discharge the Club, and all its affiliates, owner, employees, instructors, agents, representatives, successors, or assigns, from any claims or causes of action and I agree to voluntarily give up or waive any right that I may otherwise have to bring legal action against the Club and the instructors for negligence, personal injury, or property damage.