

## WAIVER AND RELEASE OF LIABILITY

-----

The individual named below (referred to as "**I**" or "**me**") desires to participate in dance class (the "**Activity**") provided by Groove 207, LLC, or its agents, a Maine limited liability company with classes located at 98 Cross Street N, Suite C, Portland, Maine, 26 Oak Hill Terrace, Scarborough, Maine 04074, and 24 Pearl Street, Biddeford, Maine 04005, United States, and any other locations where Groove 207, LLC events are being held. (the "**Company**"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I UNDERSTAND THAT THE ACTIVITY OFFERED BY THE COMPANY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE. IN THE EVENT THAT I EXPERIENCE ANY PAIN OR DISCOMFORT, I WILL DISCONTINUE THE ACTIVITY IMMEDIATELY. IF I AM NOT IN GOOD PHYSICAL HEALTH, I WILL EXCLUDE MYSELF FROM THE ACTIVITY ENTIRELY.

I understand that the Activity is not a substitute for medical attention, examination, diagnosis, or treatment. Physical activity is not recommended and is not safe under certain medical conditions. I affirm that a licensed physician has verified my good health and physical condition to participate in such Activity, if required. If I am pregnant, become pregnant, am post-natal or post-surgical, or have any medical conditions or physical limitations, I further affirm that I have my physician's approval to participate. I understand that I alone am responsible for my participation, which is entirely at my own risk.

I hereby, for myself and on behalf of my family or agents, knowingly and voluntarily expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, agents, affiliates, members, successors, assigns, and studio location owners and staff (collectively, "**Releasees**") on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I authorize, without my approval, the rendering of any medical treatment that may become necessary due to my participation in the Activity. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my, my family, or agent's willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of negligence or recklessness.

I agree to defend, indemnify and hold harmless the Company and any Releasees against any and all losses, damages, liabilities, deficiencies, claims, suits actions, judgments, settlements interest, awards, penalties, fines, costs, or expenses of any kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out or resulting from any claim related to my participation in the Activity.

If any portion of this Release shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this Release shall remain in full force and effect and the offending provision or provisions severed here from.

I have carefully read and fully understand and agree to the above terms of this Release. By signing this waiver, I acknowledge that dance can be a physically intense activity, I am in good health and am able to participate. I acknowledge that it is my responsibility to understand and act in the best interest of my own limitations that may impact my practice. I am signing this agreement voluntarily and recognize that my signature serves as complete and unconditional release of all liability to the greatest extent allowed by law and that it cannot be changed orally.

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_