



Rock Your Body waiver

Assumption of Risk

Please read this carefully as this is a legally binding agreement. Feel free to consult with legal counsel of your choice. ASSUMPTION OF RISK in consideration of participating in the services of Rock Your Body LLC, by signing this waiver, I represent that I understand the nature of the activities, which include:

1) Pole dance fitness, 2) Aerial yoga fitness 3) Aerial Hammock training 4) Cardio dance fitness 5) Strength & flexibility training 6) Private training sessions and 7) Private parties

I declare that I am in good health, physically sound and suffering from no condition, impairment, disease, infirmity (including pregnancy), or other illnesses that would prevent safe participation in any of the activities, programs or use of equipment Rock Your Body LLC. I UNDERSTAND AND ACCEPT THAT THESE ACTIVITIES INVOLVE RISK OF BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS OR DEATH, AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISK, DUE TO ANY CAUSE WHATSOEVER. This includes damage to property, or loss of any kind resulting from participating in any of the programs or activities of Rock Your Body LLC, its directors, officers, agents, contractors, employees, volunteers, participants, lessors, insurers and all other persons or entities acting in any capacity on their behalf (hereafter collectively referred to as RELEASEES), while using any facilities or equipment belonging to or made available by Rock Your Body LLC and Releasees, including without limitation, those damages from acts of NEGLIGENCE, by myself or those of others participating, or any additional risks, dangers and hazards, either not known to me or not readily foreseeable at this time. I FULLY UNDERSTAND, ACCEPT and assume all such risks and all responsibilities for losses, cost and damage I incur because of my participation as outlined above.

Waiver, Release, & Indemnification

I HEREBY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE ROCK YOUR BODY LLC AND ITS RELEASEES, on behalf of myself, my children, parents, guardians, heirs, assigns, personal representatives or anyone else who may claim on my behalf and estate, from any and all responsibilities, liability, claims, demands, losses or damages, on my account caused or alleged to be caused in whole or in part by the NEGLIGENCE of the Releasees. I agree that if despite this release, waiver of liability and assumption of risk, I or anyone on my behalf makes a

claim against any of the releasees, I HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as the result of such claim.

I understand this ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT is a contract and my signing of it is at my own free will without inducement or assurance of any nature and intend it to be as broad and inclusive as permitted by Texas law. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue with full legal force and effect. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the law and any litigation involving the parties to this agreement, shall be solely within the State of Texas, and shall be within the exclusive jurisdiction of the Courts of the State of Texas, in Denton County. In entering this agreement, I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this agreement.

I HAVE READ AND UNDERSTAND THE ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, and I understand that this waiver includes any claims based on NEGLIGENCE, action or inaction of the Releasees.

- ☐ **I acknowledge that alcoholic beverages should not be consumed before or during my session for the safety of the other attendees.**
- ☐ **I acknowledge that if the instructor deems anyone poses a risk to themselves or others, they will be asked to leave the premises.**
- ☐ **I understand that no accident or medical insurance is provided by Rock Your Body LLC or its releases.**
- ☐ **I understand that Rock Your Body LLC is not responsible for lost or stolen personal property.**

By selecting each of the statements below, you acknowledge the following:

Photo and Video Release Waiver

I hereby grant Rock Your Body LLC permission to use my likeness and/or my child(ren) in a photograph, video, or other digital media in all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of Rock Your Body LLC and will not be returned. I hereby irrevocably authorize Rock Your Body LLC to edit, alter, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein

my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge Rock Your Body LLC from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

Can we use your likeness via photo or video to represent Rock Your Body LLC?

☐ Yes

☐ No

By signing below, I acknowledge understanding and acceptance of each of the individual sections stated in this waiver.

Signature of participant and/or legal guardian/parent of participant under 18.

Sign Here

By signing this agreement with an electronic signature, I agree that such signature will be as valid as handwritten signatures to the extent allowed by local law.
