



DANCE\* EVENTS\* FITNESS

1543 East Old Topside Road  
Louisville, TN 37777

Owner: Janie DeTota

- RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT & PHOTO RELEASE (hereinafter "The Release Agreement") BY SIGNING THIS YOU WILL WAIVER CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY
- THE ACTIVITIES REFERRED TO IN THIS RELEASE AGREEMENT INVOLVE RISKS, DANGERS AND HAZARDS INCLUDING RISK OF DAMAGE, LOSS, PERSONAL INJURY AND DEATH. THESE RISKS, DANGERS AND HAZARDS ARE MORE FULLY DESCRIBED ON THE FOLLOWING PAGES, ALL PARTICIPANTS IN THESE ACTIVITIES ARE REQUIRED TO SIGN THIS RELEASE AGREEMENT, WHICH IS INTENDED TO PREVENT PARTICIPANTS FROM SUING IN THE EVENT OF AN ACCIDENT. PLEASE TAKE TIME TO REVIEW THIS DOCUMENT CAREFULLY.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address:  
\_\_\_\_\_

Street:  
\_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

TO: Topside Studios, LLC (the "Operator"), Topside Studios, LLC and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN FITNESS PROGRAMS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collective the "RELEASES"). DEFINITIONS In this agreement the term "Fitness Programs shall include all activities, programs, events, classes, and services provided by, use of fitness machines and facilities, orientation or instructional sessions or lessons, and all other such related activities. ASSUMPTION OF RISKS I am aware that my participation in Topside Studios, LLC involves many risks, dangers, and hazards, which could result in damage, loss, physical injury to me. Some of these risks, dangers and hazards include, but are not limited to: 2 - Health: overexertion, dehydration, fatigue, lack of fitness or conditioning - Premises: defective, dangers or unsafe condition of the facilities, falls, collisions with objects, equipment or persons. - Advice: negligent advice regarding fitness programs - My conduct and conduct of other persons, including NEGLIGENCE ON THE PART OF THE RELEASES, may increase the risk of damage, loss, personal injury or death. I understand that the Releases may fail to safeguard or protect me from the risks, dangers, and hazards of Topside Studios, LLC, some of which are referred to above. Despite the risks, dangers, and hazards of Topside Studios, LLC, and fully understanding such risks, dangers and hazards, I wish to participate in Topside Studios, LLC with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers, and hazards and the possibility of personal injury, death, and loss resulting there from. INSURANCE I am aware that the Releases do not provide me with any disability, accident, liability or medical insurance or compensation,



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should I become injured or cause personal injury or property damage to any third party while participating in Topside Studios, LLC. JURISDICTION 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 laws of the State of Tennessee. Any litigation involving parties to the Agreement shall be brought solely within the State of Tennessee and shall be within the exclusive jurisdiction of the Court of the State of Tennessee. PHOTO/VIDEO WAIVER I give full rights to Topside Studios, LLC and its instructors to use photos and video images of me to use for promotional purposes. Photos and video will be used in brochures, websites, advertisements, social media and other promotional material created by the studio, Topside Studios, LLC and its instructors. Photos may appear with or without names in press releases, print advertising or online. I understand that the studio is under video surveillance at all times.  I wish to receive email regarding news, schedule changes and promotional offers relating to Topside Studios, LLC.

Print Name: \_\_\_\_\_

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

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