

Release of Liability, Waiver of Claims, and Indemnity Agreement

I, on behalf of myself, my heirs, next of kin, executors, administrators, representatives and assigns, hereby forever waive all claims and release, discharge and hold harmless BassBurn Dance Fit and their representatives and agents including, without limitation, employees, and all other entities associated or involved in the organization or staging of events or any other activities, including, but not limited to, volunteers, third party vendors, all venues in which activities or segments of activities are held, and the members, officers, directors, employees, representatives, assigns, affiliates, and agents of any of the above (collectively, the "Releases"); for any and all losses, costs, causes of action, claims or damages, including any claim for damages for personal injury to my person or personal property damage howsoever caused, arising out of or in connection with my taking part in dance, yoga or other related activities, notwithstanding that the same may have been contributed to or occasioned by, without limitation, the negligence, breach of contract or breach of any statutory or other duty of care of **BassBurn Dance Fit** , or any of the Releases.

I agree not to sue any of the persons or entities mentioned above for any of the claims or liabilities that I have waived, released or discharged herein; and I indemnify and hold harmless BassBurn Dance Fit and the Releases from and against any and all losses, claims, suits, actions, damages or liabilities (including without limitation, legal fees and disbursements) assessed against them as a result of or in connection with my actions during, and in connection with, dance, yoga or other related activities with **BassBurn Dance Fit**.

Assumption of Risk

I acknowledge that I am aware of the possible risks, dangers and hazards associated with participating in dance, yoga and other related activities, including the possible risk of severe or fatal injury and property loss. I hereby assume these risks which include, but are not limited to: the possibility of physical injury to myself and others such as muscle strain, broken bones, concussion, soft tissue damage, infectious diseases, and cardiac arrest.

I certify that I have not been advised against participating in dance, yoga or other related activities by a qualified health professional. I acknowledge that **BassBurn Dance Fit** permitting me to participate in dance, yoga and other related activities, accepts my statements on this release waiver.

Assumption of Risk –Classes

1. I recognize that dancing and HIIT requires physical exertion, which may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in BassBurn Dance Fit. I represent and warrant that I

am physically fit and I have no medical condition that would prevent my full participation in the **BassBurn Dance Fit**.

3. In consideration of being permitted to participate in the **BassBurn Dance Fit**, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which might incur as a result of participating in the program.
4. In further consideration of being permitted to participate in the sessions, I knowingly, voluntarily and expressly waive any claim I may have against **BassBurn Dance Fit** and/or its agents for injury or damages that I may sustain as a result of participating in the program.

6. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue **BassBurn Dance Fit** and/or its agents for any injury caused by their negligence or other acts.

Media Release

I hereby grant full permission to **BassBurn Dance Fit** to use any photographs, motion pictures, videotapes, recordings or any other record of my participating in dance, yoga or any other related activities for any purpose including, without limitation, commercial use.

The law that governs this Agreement shall be the law of Alberta, Canada.

I hereby affirm that I am eighteen (18) years of age or older, I have read this document, and I understand its contents. I acknowledge that I am signing this waiver voluntarily and that if I am under the age of eighteen (18) I require parental consent.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT OR BY REGISTERING ONLINE I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES, MAY HAVE AGAINST THE ORGANIZERS AND RELEASES.