

**POLE AMOUR, LLC  
PARTICIPATION WAIVER**

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**Participant Name:**

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**Address:**

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**Telephone Number:**

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**Email Address:**

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**Date of Birth:**

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**Medical Issues:**

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**Emergency Contact Name:**

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**Relationship to Participant:**

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**Telephone Number:**

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In consideration of the use by me or my minor child or ward ("Minor Child") of the poles, structures, equipment, facilities and/or activities ("Pole Amour Activities") of Pole Amour, LLC, its subsidiaries, affiliates, owners, officers, directors, employees, agents or volunteers (collectively, "Pole Amour"), I agree to the following terms and conditions:

**1. ASSUMPTION OF RISK.** I understand that Pole Amour Activities involve inherent dangers, hazards and risks ("Risks") that may result in major or minor harm, disability, damage, loss, death or other injury ("Injuries") to me, my minor child, or my guests ("Participants"). I understand that these Risks include but are not limited to Injuries from falls, slips, trips, collisions, or loss of footing or balance; equipment failure, malfunction, misuse or improper set up or use; property theft, loss or damage; or other accidents or incidents.

I understand that Risks and Injuries in the Pole Amour Activities (collectively, "Risks of Injury") may be caused, in whole or in part, by the NEGLIGENCE OF POLE AMOUR; me; my Minor Child; other Participants or persons in the activity area such as members, guests or contractors; or third parties such as the designers, manufacturers, installers or providers of equipment used in the Pole Amour Activities. I FULLY UNDERSTAND, AND VOLUNTARILY AND WILLINGLY ASSUME, THE RISKS OF INJURY.

**2. WAIVER OF LIABILITY.** On behalf of myself, my Minor Child, spouse/partner, parents, guardians, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I hereby voluntarily and forever release and discharge Pole Amour from, covenant and agree not to sue Pole Amour for, and waive, any claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me or my Minor Child in the Pole Amour Activities which arise out of, result from, or are caused by any NEGLIGENCE OF POLE AMOUR; me; my Minor Child; other Participants or persons, such as guests or contractors; or third parties, such as the designers, manufacturers, installers or providers of equipment used in the Pole Amour Activities (collectively, "Negligence Claims").

**A. Negligence Claims.** I understand that Negligence Claims include but are not limited to Pole Amour's (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Pole Amour Activities (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises

in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent misrepresentations or misstatements by employees; or (7) other negligent act(s) or omission(s).

**B. Pole Amour's Fees and Costs.** I specifically agree that, if I (on my own behalf or on behalf of another, including an estate) assert a Negligence Claim against Pole Amour and/or breach my agreement not to sue Pole Amour, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred by Pole Amour ("Pole Amour's Fees and Costs") to defend (1) the Negligence Claim(s) and (2) all other Claims based on the same facts as the Negligence Claim(s).

**3. DEFENSE AND INDEMNIFICATION.** On behalf of myself, my Minor Child, spouse/partner, heirs, next of kin, personal representatives, estate, heirs and assigns (all of whom shall be bound by this Agreement), I agree to defend, indemnify and hold Pole Amour harmless to the fullest extent permitted by law from and against any Claim (including any Negligence Claim) asserted against Pole Amour by any other person (including but not limited to any other Pole Amour member, guest or contractor; any of my family members who is not a Pole Amour member; or any other third party) arising out of, resulting from, or caused by the use of Pole Amour Activities by me or my Minor Child. My agreement to defend Pole Amour means that I will pay all of Pole Amour's Fees and Costs incurred to defend the Claim from the date the Claim is asserted. My agreement to indemnify and hold Pole Amour harmless means that I will pay any settlement, judgment, or other damages, fees or costs of any type incurred by Pole Amour to resolve the Claim.

**4. PARENT OR GUARDIAN AGREEMENT.** If I am the parent or legal guardian of a Minor Child, I acknowledge and represent to Pole Amour that I have the right and authority to make decisions concerning the care, custody and control of my Minor Child, including but not limited to the right and authority to execute this Agreement on the Minor Child's behalf. By signing this Agreement, I am binding each of my Minor Member(s) to its terms, including but not limited to the ASSUMPTION OF RISK, WAIVER OF LIABILITY, DEFENSE AND INDEMNIFICATION provisions.

**5. AGREEMENT APPLIES AFTER DEATH OR DISABILITY.** In the event of the death or disability of me or my Minor Child, I agree that all terms and conditions (including specifically the ASSUMPTION OF RISK, WAIVER OF LIABILITY and DEFENSE AND INDEMNIFICATION provisions) will be binding on my estate, heirs, next of kin, assigns, personal representatives, executors, administrators and/or guardians, all of whom are obligated to respect and enforce my agreements herein.

**6. AGREEMENT TO FOLLOW ACTIVITY RULES.** I agree to follow at all times all written, posted and spoken rules, requirements, policies, procedures, guidelines, instructions and directions applicable to the Pole Amour Activities ("Activity Rules"). I agree to review the Activity Rules at [www.poleamourfitness.com](http://www.poleamourfitness.com) or obtain them from Pole Amour staff. Pole Amour reserves the right, in their sole discretion, to change, modify, or otherwise alter their Activity Rules at any time. Modifications to written Activity Rules will become effective immediately upon web or studio posting. If I violate the Activity Rules, Pole Amour may terminate my activity privileges and/or my membership. I understand that I may not enter, climb or exercise in the studio unless an approved Pole Amour Fitness team member is present. Pole Amour's Activity Rules also provide, in part, as follows:

**A. Age Limits.** All participants must be at least thirteen (13) years old to enter the studio.

**I. Pole Dancing Classes.** Participants who are Minors ages sixteen (16) and above may attend Pole Amour Pole Dancing Classes if their parent or legal guardian signs this Waiver.

- II. **Yoga and Fitness Classes.** Participants who are Minors ages thirteen (13) through fifteen (15) may attend Pole Amour Yoga and Fitness Classes, however they must be under the supervision of a parent or legal guardian; Participants who are Minors and age sixteen (16) or above may attend Pole Amour Yoga and Fitness Classes if their parent or legal guardian signs this Waiver.
- B. **Minor-Participant Supervision.** A parent or legal guardian must directly and actively supervise all minor-participants at all times while at Pole Amour. Direct and active supervision means that the parent or guardian visually observes and physically attends to the minor-participant. A parent or legal guardian may also participate in the Yoga, Fitness or Pole Dancing class with their minor-participant.
- C. **Orientation.** All participants new to Pole Amour must receive from a Pole Amour team member an initial activity area orientation.

**7. PHOTO AND VIDEO RELEASE.** I agree that Pole Amour and those acting pursuant to its authority has a nonexclusive right to: (1) Record my likeness and voice on video, audio, photographic, digital, electronic, online format or on any and all other media; (2) Use my name in connection with these recordings, and; (3) Use, reproduce, publish, republish, exhibit, edit, or distribute, in whole or in part, these recordings in all media without compensation for any purpose that Pole Amour, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. These recordings may appear in a variety of formats and media now available to Pole Amour and that may be available in the future (e.g. print publications, video tapes, CD-ROM, Internet, mobile and digital). I further hereby release Pole Amour and those acting pursuant to its authority from liability, claims, and demands for any violation of any personal or proprietary right I may have in connection with such use, including any and all claims for libel, defamation, or invasion of privacy. I understand that all such recordings, in whatever medium, shall remain the property of Pole Amour.

**8. SEVERABILITY, INTEGRATION.** I agree that if any provision of this Agreement is found to be invalid or unenforceable the remainder will continue in full force and effect. I agree that any invalid or unenforceable provision of this Agreement will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of this Agreement, which is to establish the broadest assumption of risk, release of liability, and indemnification and defense agreements enforceable under the law. No oral representations, statements or other inducements to sign this Agreement have been made apart from the terms and conditions contained herein.

**9. CERTIFICATION.** I certify that I or my Minor Participant is physically and mentally capable to safely and competently participate in Pole Amour Activities, and that I am fully responsible for the safety and functionality of any personal equipment I use during Pole Amour Activities. I am at least eighteen (18) years old. I have read this Agreement thoroughly before signing it, fully understand its contents and legal effect, and knowingly, voluntarily and willingly choose to participate (or permit my minor’s participation) in Pole Amour Activities subject to its terms and conditions.

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Signature of Participant (if Participant is age 18 or older) Date

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Signature of Parent or Legal Guardian (if Minor Participant is under age 18) Date

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Printed Name of Parent/Guardian