

Waiver, Release, and Hold Harmless Agreement

In consideration of permission granted by Raise the Barre, LLC, a Missouri limited liability company, allowing me, or (if the participant is under the age of 18) my child to participate as a dance student with Raise the Barre, LLC, along with participating in any class activity, recital, or other activity associated with Raise the Barre, LLC, (all collectively the “Activity”), which will occur after or before the date of this release, such Activity being organized or instructed by Raise the Barre, LLC, Lexie Daggett, or other employees or agents of Raise the Barre, LLC (“Released Parties”), I (or on behalf of my child if such child is the participant and under the age of eighteen (18) or under a legal disability) represent, covenant, and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I have been informed that I will participate in an Activity that may be hazardous and could result in injuries, or my **serious bodily harm or death** as a result of, but not limited to, physical injuries related to strenuous activity or exercise, including but not limited to broken bones, strained muscles, torn ligaments, hip, muscle, knee, or joint pain. I understand that I can request not to participate in any Activity if I deem such harmful to myself.
2. I acknowledge and willingly assume the described risks as well as any other risks that are a part of such Activity, regardless of whether or not caused in whole or in part by the negligence of Raise the Barre, LLC, its employees, agents, officers, or directors, including without limitation Lexie Daggett (the “Released Parties”).
3. I waive all claims against the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or as a result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence of the Released Parties.
4. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.
5. This Waiver, Release, and Hold Harmless Agreement will be governed in all respects, including validity, interpretation and effect, by the laws of the State of Missouri relating to agreements to be performed in said state, and any dispute which will arise out of this Release will be brought solely in Camden County, Missouri.

I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement. I understand it fully, and I execute it voluntarily.

Signature

Date

Student