

VIRTUAL CLASSES WITH LACEY POWELL FITNESS AND DANCE

Liability Waiver and Release Form

Participant, or legal guardian of minor Participant, (herein named Participant) by signing below, hereby voluntarily indemnifies, releases from liability and holds harmless instructor Lacey Powell Fitness and Dance, any guest/substitute instructors, and the host facility, event center, community center, studio, and/or gym, whether private or open to the public, its staff, employees, volunteers, directors, congregation, legal representatives and including by not limited to any third party persons or property in direct or indirect relationship with the facility or instructor(s) (collectively, "Hosts") for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by Participant or any other person arising or resulting directly or indirectly from Participant's involvement in the class and/or observation of the class whether allegedly attributed to gross and/or ordinary negligent acts or omissions or otherwise. In the event that Participant is injured, Participant agrees to assume any financial obligation, either through Participant's personal health insurance, or through some other means, for any medical costs which Participant incurs. Hosts assume no responsibility for any medical expenses, injury, or damage suffered by Participant in connection with the use of any facilities or services in connection with the class.

IT IS THE INTENTION OF PARTICIPANT BY SIGNING BELOW TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE UPON HIM/HERSELF, TO THE EXCLUSION OF HOSTS AND TO EXEMPT AND RELIEVE HOSTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH

Participant further agrees that Participant, his/her spouse, assignees, heirs, guardians, and legal representatives together with any other person claiming through Participant will not make any claim against, sue or attach Hosts for any loss or damage resulting from Participant's observation or involvement in the activity whether allegedly attributed to gross and/or ordinary negligent acts or omissions or otherwise. Participant understand that this waiver and release includes any and all claims including active or passive gross and/or ordinary negligence of the Participant, Hosts, or any equipment used in this class and future classes.

PARTICIPANT IS AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO ENGAGING IN THE PHYSICAL ACTIVITIES IN THE CLASS. PARTICIPANT AGREES THAT THIS IS A RELEASE OF LIABILITY, A WAIVER OF THE PARTICIPANT'S LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH OR PROPERTY DAMAGE AND A CONTRACT BETWEEN PARTICIPANT AND HOSTS. PARTICIPANT UNDERSTANDS THAT THIS WAIVER INCLUDES ANY CLAIMS BASED ON GROSS AND/OR ORDINARY NEGLIGENCE, ACTION OR INACTION OF THE HOSTS, AND SIGNS IT OF HIS/HER OWN FREE WILL.

Participant acknowledges and agrees no warranties or representations have been made regarding personal results that Participant will achieve from this class. Participant understands any results are individual and may vary.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT IS 18 YEARS OF AGE OR OLDER OR HAS WRITTEN CONSENT FROM HIS/HER LEGAL GUARDIAN.

PHOTOGRAPHY AND VIDEO RELEASE. Participant grants permission to Hosts the irrevocable and unrestricted right to use and publish photographs or videos of participant, or in which he/she may be included, without compensation, for editorial trade, advertising, website, social media, or any other purpose and in any manner and medium; and to alter the same without restriction. Participant hereby release photographers and his/her legal representatives and assign from all claims and liability relating to said photographs/videos.

Participant has read the above release and waiver of liability and fully understands its contents. Participant hereby voluntarily agrees to the terms and conditions stated above and agrees to be bound by the terms of this waiver and release form. Participant understands and agrees that it is forbidden to share, forward, or disperse the contents of the private social media group to anyone. Class integrity and security cannot be guaranteed over the Internet. If breached, Participant acknowledges that he/she will be held liable for any damages caused. In exchange for allowing entrance to this class, Participant forever waives and releases any and all claims, known or unknown, of or concerning strict liability, negligence, gross negligence, that may arise against the Hosts in relation to this class and future classes of any type and variations with Hosts. This agreement is severable, and if any part of it is determined unenforceable or invalid, the remaining portions shall remain in full force and effect.

BY PARTICIPATING IN VIRTUAL FITNESS CLASSES WITH LACEY POWELL FITNESS AND DANCE, JOINING THE PRIVATE SOCIAL MEDIA GROUP, AND/OR PAYING FOR VIRTUAL FITNESS CLASSES WITH LACEY POWELL FITNESS AND DANCE, I HEREBY AFFIRM THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE WITH THE ABOVE STATEMENTS