

**OUTSHINE DANCE & FITNESS, LLC
DANCE AND FITNESS CENTER WAIVER/RELEASE
COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

User Name: _____ Expiration Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Employer: _____

I/User enter into this Dance and Fitness Center Waiver Release, Covenant not to Sue and Indemnity Agreement ("Agreement") with OUTSHINE DANCE & FITNESS, LLC 102 Park Lane, Douglassville, Pennsylvania 19518 ("Outshine"), for the privilege to use the Dance and Fitness Center ("Center") located at 102 Park Lane, Douglassville, Pennsylvania 19518 based on the following terms and conditions:

1. WAIVER AND RELEASE OF ALL CLAIMS (INCLUDING NEGLIGENCE)

IN CONSIDERATION FOR USE OF THE CENTER, ON MY BEHALF, ON BEHALF OF MY SPOUSE, PERSONAL REPRESENTATIVES, ADMINISTRATORS, HEIRS AND ASSIGNS, AND AS PARENT AND/OR LEGAL GUARDIAN ON BEHALF OF ANY MINORS (HEREAFTER COLLECTIVELY REFERRED TO AS USER), WAIVE AND RELEASE OUTSHINE, ITS AGENTS, SERVANTS, EMPLOYEES, INSURERS, SUCCESSORS, AND ASSIGNS (HEREAFTER COLLECTIVELY REFERRED TO AS OUTSHINE) FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS AT LAW AND EQUITY OF WHATSOEVER KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE, MEDICAL EXPENSES, LOSS OF SERVICES, ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY PRESENCE AT THE CENTER OR USE OF THE CENTER AND /OR EQUIPMENT.

THIS WAIVER AND RELEASE IS INTENDED TO AND DOES RELEASE OUTSHINE FROM ANY AND ALL LIABILITY FOR DAMAGES OR INJURIES ON ACCOUNT OF OR IN ANY WAY RELATED TO OR GROWING OUT OF MY NEGLIGENCE, THE NEGLIGENCE OF THIRD PARTIES, AND OUTSHINE'S NEGLIGENCE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND UPKEEP OF THE CENTER AND ITS EQUIPMENT, NEGLIGENCE IN TRAINING, NEGLIGENCE IN SUPERVISION OR VIOLATION OF ANY STATUTE.

I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, or the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in activities at Center.

User's Signature

I/User understand that if, for any reason, I am or have been under medical supervision or if I have not exercised regularly in the recent past, that a doctor's approval should be obtained prior to my use of the Center's equipment. I understand and agree that it is my sole responsibility to obtain a doctors approval, and I hold Outshine harmless therefore.

I/User further covenant and agree not to institute any claims or legal action against Outshine for any claim released by this Agreement. I further agree that should any claim be made against Outshine in contravention of this Agreement, I will protect, defend, and completely indemnify (reimburse) Outshine for any such claim and expenses including attorneys' fees and costs incurred by Outshine in defending themselves or securing indemnity hereunder.

2. Center is not responsible for any lost or stolen valuables on property.

The provisions of this Agreement apply to any extension of the Expiration Date. There are "no refunds" for early cancellation of Center use.

3. I/User agree to comply with all notices, rules and/or regulations posted in the Center.

4. The Center reserves the right to alter, modify and/or change its hours of business, as well as any equipment, programs and/or staff without notice to user.

ACKNOWLEDGMENT

I/User have been provided with an opportunity to review the foregoing Agreement and to have the Agreement reviewed by legal counsel of my choosing. I/User have read the Agreement and understand that by signing the Agreement I/User have consented to be bound by its terms, including the waiver/release of any legal right I/User may have to sue Outshine for any injuries or damages I/User may sustain and my obligations to reimburse Outshine for any costs, including attorneys' fees they incur because a claim or legal action is brought in violation of this Agreement. I expressly agree that the terms of waiver, release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania. Any provision or portion of this Waiver and Release, or Indemnity Agreement found to be invalid by the courts having jurisdiction shall be invalid only with respect to such provision or portion. The offending provision or portion shall be construed to the maximum extent possible to confer upon the parties the benefits intended thereby. Said provision or portion, as well as the remaining provisions or portion hereof, shall be construed and enforced to the same effect as if such offending provision or portion thereof had not been contained herein. I have read the above Waiver and Release, and Indemnity Agreement and understand that by signing below, I have given up substantial rights.

Name (Printed) _____ Date _____ Signature _____

Parental Consent, (for participants under the age of 18)

I, the undersigned parent or legal guardian of the child shown below, have read the above Waiver and Release, and Indemnity Agreement and agree to its terms on behalf of my child and myself. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

Child's Name (Printed) _____ Date _____ Signature of Parent/Legal Guardian _____

I/User agree any violation of the foregoing Agreement and its terms and conditions, as determined by Outshine, shall void and terminate this Agreement, at which time I/User shall forfeit all dues and deposits paid.

Applicant Signature: _____ **Date:** _____