

# **Leatha's Zumba and Dance Fitness LLC**

## **Fitness and Dance Liability Waiver:**

- I, \_\_\_\_\_ hereby, agree and acknowledge that I consent to waive the liability of **Leatha's Zumba and Dance Fitness LLC** [known from here on out as the "Dance Provider"], and **Leatha Pearce** [known from here on out as the "Owner and Dance Instructor"], for any tangible or intangible damages, physical injuries, loss of property, or loss of life that may occur during my participation in the Dance Activities provided by the Owner and Dance Instructor and Dance Provider following the terms provided herein. These Dance Activities include but are not limited to the following:
  1. Zumba Dancing
  2. Line Dancing

## **Assumption of Risk:**

- I fully understand and acknowledge that my participation in the Dance Activities have risks and hazards, including but not limited to property damage, personal injuries, disability, fractures, or loss of life. I confirm and acknowledge that my participation in the Dance Activities is voluntary and that I assume the risk of physical injury from any advice, instruction, or action conducted and given during a class instructed by the Owner and Dance Instructor, and Dance Provider.

## **Covenant Not to Sue:**

- I hereby discharge and waive the right to sue the Owner and Dance Instructor, and Dance Provider, and facilities owned by the City of Talihina from any and all liabilities and claims as a result of my use of the facilities, any equipment within, and/or participation in the Dance Activities provided by the Owner and Dance Instructor, and Dance Provider.

## **Indemnification:**

- I acknowledge and consent to indemnify the Dance Provider, the Owner and Dance Instructor, or any other entity or individual connected to them, either directly or indirectly, against any legal liabilities as a result of my participation in the authorized Dance Activities provided.

## **Representation:**

- I acknowledge and represent that I am over the age of 18 and of sound mind and body. I confirm that I have undergone a physical examination and have been cleared by a competent physician to participate in the Dance Activities provided by the Dance Provider, and the Owner and Dance Instructor despite any current medical conditions that I may possess.
- I promise that I will immediately report any discomfort or distress to the Owner and Dance Instructor, or to someone within the class to alert them of my current condition.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_