ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT  
  
DECLARATIONS: Agreement between the undersigned client (the "Client") and Barre Rev LLC ("Barre Rev Studio"); Client hereby knowingly and willingly assumes the responsibility for any and all risk, damage or injury which may result from engaging in any physical exercises, class or activity program on the premises, virtually or otherwise; and hereby knowingly and willingly release and discharges Barre Rev Studio and their respective owners, members, managers, shareholders, officers, directors, partners, employees, instructors and agents, and their heirs, successors and assigns, and each of them, from any and all claims, damages, or any nature whatsoever resulting therefrom.  
  
ASSUMPTION OF RISK: You agree that if you engage, online or in - person, in any physical exercise or activity, or enter our premises or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and / or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while and / or resulting from any of the aforementioned activities or while using any premises, facility, or equipment, whether provided to you by Instructor or otherwise. This includes injuries or damages arising out of the negligence of Instructor, whether active or passive, or any of Instructor's affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), barre, weights, therabands, core balls, gliders, blocks, straps, socks, clothing, or other objects in the studio or your home, changing rooms, sidewalks, parking lots, stairs, lobby or other general areas of any facilities, or any equipment. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to barre, weightlifting, stretching, online classes and private lessons, or any other sporting or recreational endeavor. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of Instructor or otherwise.  
  
RELEASE: You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents, and assigns) to release and discharge Instructor (and Instructor's affiliates, related entities, employees, agents, representatives, successors, and assigns) from any and all claims or causes of action (known or unknown) arising out of the negligence of Instructor, whether active or passive, or any of Instructor's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities, (c) negligent instruction or supervision, including barre, online classes, in person classes and private lessons (d) injuries sustained while in the studio or while taking online classes or private lessons (virtual or in-home) (e) slipping or tripping and falling while on any portion of a premises or while traveling to or from ballet class, including injuries resulting from Instructor's or anyone else's negligent inspection or maintenance of the facility or premises  
  
INDEMNIFICATION: By execution of this agreement, you hereby agree to indemnify and hold harmless Instructor from any loss, liability, damage, injury, or cost Instructor may incur due to the provision of barre, or online classes or private lessons by Instructor to you.  
  
ACKNOWLEDGMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the United States and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Instructor offers a service to his / her clients encompassing the entire recreational and / or fitness spectrum Instructor is not in the business of selling weightlifting equipment, exercise equipment, or other such products to the public, and the use of such items is incidental to the service provided by Instructor. You acknowledge and agree that Instructor does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.  
  
I hereby authorize Kaelyn Adams, hereafter referred to as Barre Rev Studio, to publish any photographs or videos taken of me during a class or lesson, and my name and likeness, for use in Barre Rev Studio, online and video - based marketing materials, as well as other studio publications. I hereby release and hold harmless Barre Rev Studio from any reasonable expectation of privacy or confidentiality associated with the images or videos specified above. I further acknowledge that my participation is voluntary and that I will not receive financial compensation of any type associated with the taking or publication of these photographs or videos, or participation in Barre Rev Studio's marketing materials or publications. I acknowledge and agree that publication of said photos confers no rights or ownership or royalties whatsoever. By signing agree to terms & conditions you acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Instructor for Instructor's negligence, or for any defective product used while participating in barre, private lessons or online classes, or any injuries you sustained while taking barre, private lessons, or online classes. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.