

Release and Waiver of All Liability And Assumption of Risk Agreement

- * In consideration of the use of the facility and ability to participate in classes, I, for myself, heirs, and assigns, hereby release my right to assert or make any claim whatsoever of any nature against POISE STUDIO, LLC and its Members, their agents, and employees, the sponsors, promoters, manufacturers and suppliers of equipment and all other persons, participants, or organizations conducting or connected with POISE STUDIO, LLC (The Releasees), for any injury to person or property I may suffer (*including crippling injury or death*), whether such injury arises while I am participating in a class, or while upon the premises.
- * I am aware of and understand the risks and danger to myself and my property while participating in classes and while on the premises, and rely on my own judgment and ability. I do hereby voluntarily assume all such risks of loss, damage or injury. I hereby agree to indemnify and reimburse the Releasees and each of them from any loss, liability, damage and all costs they may incur due to my presence on the premises or connection with any class, whether caused by the negligence of the Releasees or otherwise.
- * I assume any and all risk of bodily injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from my participation in any class or activity. I understand that I am waiving known and unknown rights.
- * I understand that Poise Studio, LLC in NO WAY PROVIDES ME WITH INSURANCE. I also understand it is extremely important that I HAVE MY OWN MEDICAL INSURANCE POLICY.
- * I RELEASE, WAIVE, DISCHARGE, AND RELINQUISH POISE STUDIO, LLC and its Members, officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to my participation in any class or activity at Poise Studio, whether the same shall arise by their negligence or otherwise.
- * I understand and agree with this covenant not to sue or present any claim for personal injury, property damage, or wrongful death against POISE STUDIO, LLC and its Members, officers, employees, volunteers, and agents for damages attributable to my participation in any class or activity at Poise Studio. I was given an opportunity to review this Release with my attorney. I agree that this Release, Waiver and Indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.
- * I hereby make oath and say that to the best of my knowledge and belief all statements set forth herein are true and correct. I am of legal age and do not suffer any disability or condition which would prohibit me from understanding this Agreement. The effective date of this document is set forth below and the terms are continuing and shall also apply to any other occasion when I may be on the premises or participating in any class or activity of Poise Studio. I HAVE COMPLETELY READ and UNDERSTAND THIS APPLICATION AND INDEMNITY AGREEMENT.

* I understand that I have given up substantial rights by signing this Agreement. I have signed it freely and without inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if I or anyone on my behalf makes a claim of any nature against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees and loss or damage that may result as a result of such claim.

APPLICANT'S SIGNATURE

DATE _____