

**HOLD HARMLESS AND RELEASE FROM LIABILITY AT
ZEAL DANCE FORCE DANCE COMPANY**

This Waiver and Release Agreement given to Zeal Dance Force Dance Company of 2530 Hulette Avenue, Lancaster, TX, 75134 by the undersigned adult participant over the age of eighteen.

Whereas, Zeal Dance Force Dance Company owns and operates an on-site dance studio (hereinafter referred to as the "Program") which provides dance classes, private instruction, dance parties, and pageantry coaching; and

Whereas, the undersigned individual _____ (*full legal name*), (hereinafter referred to as "*participant*") desires to participate in one or more of the activities listed above offered by Zeal Dance Force Dance Company.

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

I give permission to attend and participate in all classes and activities of Zeal Dance Force Dance Company at the following location:

Zeal Dance Force Dance Company
2530 Hulette Avenue, Lancaster, TX 75134

As a condition of participating in such classes and activities, I hereby release Zeal Dance Force Dance Company, its directors, agents, officers, and employees (hereinafter jointly and severally referred to as the "Zeal Dance Force Dance Company Group") from any liability which may or could occur by reason of any personal injury or property damage suffered by *myself*, regardless of the cause or alleged cause of such personal injury or property damage as a result of the participation in classes and activities.

I will be voluntarily participating in activities (***including, but not limited to dance instruction, dance parties, private dance instruction, pageantry coaching***) in which I may be exposed to some level of risk or injury I am aware of the nature of these activities and agree to accept any and all risks associated with the participation in these activities.

To my knowledge, I am in good physical health and agree that unless I have notified Zeal Dance Force Dance Company in writing that I am unable to participate in an activity due to some physical or mental considerations, I am willingly participating in all classes/activities. Furthermore, in consideration of Zeal Dance Force Dance Company, I do agree to hold Zeal Dance Force Dance Company Group harmless against loss (including reasonable attorneys' fees) from any and all claims of ordinary negligence, demands, rights, or causes of actions of any kind

or nature that may hereafter at any time be made or brought by *myself*, for any known or unknown, foreseen and unforeseen bodily or personal injuries, damages to property and consequences thereof which may be sustained by *myself* as a direct or indirect result of participating in the aforementioned instruction, classes and activities.

Any dispute under this Release shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

CAUTION: READ BEFORE SIGNING

By signing below, the undersigned acknowledge that I understand that I am entitled to have an attorney of my own choosing to review the release prior to signing. I have read the foregoing Release in its entirety and understand that I am signing a complete and perpetual release and bar to any and all claims of negligence as defined above resulting from participation in instruction, classes and activities.

Witness my signature as of the ____ day of _____, 20 ____.

Individual Participant Signature