

DanceFit

Waiver & Liability Release

I, the undersigned, acknowledge that DanceFit is a Barbados-based, dance and fitness provider which conducts classes in person and via various virtual media (the “Classes”).

I am participating in the Classes, whether in person or online, voluntarily and entirely at my own risk. By participating in the Classes, I acknowledge that the classes are provided for entertainment purposes only and accept that dancing is not without risk and that this risk includes injury to my person or my property. Injuries contemplated by this Waiver & Liability Release include, but are not limited to, risk of injury, aggravation of pre-existing injuries or medical conditions, over-exertions such as muscle strains, abnormal blood pressure, fainting, shortness of breath, disorders of heartbeat, and in very rare instances, heart attack.

To reduce the risk of injury to myself I confirm that before undertaking the Classes I have consulted with my medical and/or healthcare provider to obtain any necessary and/or appropriate safety precautions. I agree that if at any time during the Classes I feel faint, dizzy or am experiencing any physical discomfort, I should stop immediately and consult a medical and/or healthcare provider if necessary.

Where I participate in the Classes in person, I acknowledge that the Classes may be held in a public space or a private space rented by DanceFit (the “Location”). I accept and agree that DanceFit will not be liable for any damage or injury to me or my property as a result of the state or condition of the Location especially in circumstances where I have contributed to my own injury or damage to property due to any act or omission on my part.

In light of the above, I agree to indemnify and hold DanceFit free and harmless against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever brought by me or anyone on my behalf, including without limitation reasonable attorneys’ fees and other related legal costs. DanceFit denies any liability from and in connection with the Classes held in person or by virtual media.

I acknowledge that I have carefully read this Waiver & Liability Release and fully understand that it is a release of liability. I expressly agree to release and discharge DanceFit and all of its affiliates, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against DanceFit for personal injury or property damage. In the event that any damage to equipment or facilities occurs as a result of my or my family’s wilful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event that any provision contained within this Waiver & Liability Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver & Liability Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver & Liability Release shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver & Liability Release to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

The electronic submission of this Waiver & Liability Release and my payment for and participation in the Classes represents my electronic acceptance of the terms and conditions of this Waiver & Liability Release from the date of submission until such date as DanceFit may update the terms and require my further agreement and acceptance.

BY REGISTERING AND PAYING FOR ANY CLASS, EVENT, PRIVATE LESSON, OR OTHER ACTIVITY THROUGH THIS WEBSITE, I AGREE TO ALL OF THE ABOVE CONDITIONS AND WAIVERS. YOU WILL NOT BE ALLOWED TO PARTICIPATE IN ANY OF THE CLASSES UNLESS YOU ACCEPT AND AGREE TO ALL OF THE TERMS IN THIS WAIVER & LIABILITY RELEASE.