



RELEASE/WAIVER OF LIABILITY & TERMS OF AGREEMENT

EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT
*Required (Please complete one Release/Waiver per participant)

Participant Full Name* (printed)

Date*

Phone Number* (of parent/legal guardian if for minor)

Email Address (optional)

READ THIS CAREFULLY - IT AFFECTS YOUR LEGAL RIGHTS

ADULT & MINOR WAIVER - EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND AGREEMENT NOT TO SUE, INDEMNITY AGREEMENT AND PHOTO RELEASE. READ THIS CAREFULLY – IT AFFECTS YOUR LEGAL RIGHTS.

In return for the ability to participate in the #ShakeIt for Self-Acceptance!® awareness dance-fitness activity on Saturday March 14, 2020, at the Staples Center in Los Angeles, California, and its prior awareness dance-fitness activity rehearsals, (the “Event”), organized by Allison “Alli” Spotts-De Lazzer, DBA Shake It Up! Accept Yourself (“ShakeIt”), and the license to use the ShakeIt property, its facilities and activities (the “Facilities”), the undersigned (“Participant”), for themselves, their heirs, assigns and legal representatives, hereby expressly agrees to the following:

1. EXPRESS ASSUMPTION OF RISK. I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED, WHETHER KNOWN OR UNKNOWN, IN OR ARISING FROM MY PARTICIPATION IN THE EVENT OR PRESENCE UPON THE FACILITIES, including, without limitation, the risks of death, permanent disability, bodily injury, property damage, lost property, or stolen property resulting from any activity relating to the Event, including but not limited to collision between his or her person and another participant’s person, an object, or barrier, a trip and fall, and any other occurrence while engaging in any activity during the Event, including but not limited to early check-in, reviewing the routine, dancing in the pregame show, attending the game, and participating in any rehearsals, while in transit to or from the Facilities, or in any place(s) connected with the Event including but not limited to parking lots or parking structures; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
2. RELEASE OF LIABILITY. I agree to release ShakeIt, its Franchisors and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees, and agents, landlords, and event sponsors and supporters from, and not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of my participation in the Event, use of, or presence upon the Facilities, including without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of ShakeIt; I also agree to release ShakeIt, and other parties identified in paragraph 2 and owners of the facilities (“Owners”) of any and all responsibility to Participant, and I agree to indemnify and hold harmless ShakeIt and Owners against any and all damages or injuries arising out of the use of the Facilities by any party, including other participants, or by negligent acts of ShakeIt or by myself. I also agree and understand that ShakeIt is not responsible for lost or stolen personal property at the Event and that no designated storage for personal property will be provided;
4. WAIVER. I agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims; material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the releases;
5. INDEMNITY. I agree to indemnify and defend ShakeIt against and hold harmless from any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in anyway arise from my participation in the Event, use, or presence upon the Facilities; I agree to pay for any and all damages to the Facilities caused by me, negligently, willfully, accidentally or otherwise;
7. VOLUNTARY PARTICIPATION. I agree that my participation in the Event and any related activity is voluntary and I will not receive any compensation;
8. EVENT ATTENDANCE. I acknowledge that the Event occurs before and concludes before a sporting game where I am a *general attendee* and am wholly responsible for my property and myself;
9. HEALTH. I agree and attest that I am in good health and able to participate in the physical activities of the Event. If I have a pre-existing medical or mental health condition including but not limited to a heart condition, eating disorder, or pregnancy that may be aggravated by attending or participating in any or all activities related to the Event, I am wholly and fully responsible for my well-being and health and have obtained my physician’s approval before participating in the Event;
10. CODE OF CONDUCT. I agree to conduct myself with due regard to public conventions, moral, and laws and to cooperate with

the Event's guidelines and directives regarding choreography, dress, rehearsals, and behavior (i.e. "family friendly" dance appropriate for any age to witness), both verbal and/or written on ShakeIt's website, registration or other materials;

11. PUBLICITY, PHOTO, IMAGE & AUDIO RELEASE. I understand that photographs, audio and/or video recordings ("Recordings") may be taken while attending any portion of the Event. I understand and agree that ShakeIt is the sole and exclusive owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Event content and any and all film or other materials, works and ideas produced, prepared, furnished and contributed in connection with the Event. I understand and agree that ShakeIt is the exclusive owner of all Intellectual Property Rights and other rights in and to all Event content, including the Recordings (including all rights to use, reproduce, edit, prepare derivative works based upon, distribute, publish, publicly display, publicly perform, transmit or broadcast the Recordings in or by means of any format or media now known or later invented) and any tangible works that use my likeness in connection with the Event. Without limiting the foregoing, I hereby irrevocably convey, transfer, assign, and agree to convey, transfer and assign to ShakeIt all right, title and interest whether now known or hereafter devised (including all Intellectual Property Rights) in and to the Event and each and all Recordings. I also release and discharge ShakeIt, its agents and assignees from any and all claims arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation;

12. GOVERNING LAW AND SEVERABILITY. I agree that this agreement shall be construed in accordance with, and shall be governed by, the laws of the State of California. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect;

13. ATTORNEY'S FEES AND COSTS. In the event that I bring an action or other proceeding against ShakeIt for any and all injuries or damages incurred as a result of my participation in the Event, I agree that there shall be an award of reasonable attorney's fees and costs to the prevailing party or parties as the case may be.

14. IF PARTICIPANT IS MINOR (UNDER AGE OF 18), I attest that I have legal authority over minor participant who is, *at minimum, nine years old*, listed below and that I have read and understood this entire document and that all provisions apply to both my minor and myself. I understand that I am responsible for the obligations and acts of minor participant(s), for whom I am legally responsible, as described herein. I release ShakeIt of any liability and responsibility of or for my minor during any and all times throughout the Event. I acknowledge that my minor's welfare, health, and safety is completely my responsibility and that no direct supervision of the minor will be provided by ShakeIt who is organizing the Event. I agree to explain the risks of participating in this Event to the minor participant. In the event of injury to a minor for whom I am or may be responsible, in the absence of my presence or contrary authorization, I authorize ShakeIt, their volunteers and representatives, to act on my behalf to obtain any and all emergency medical care that may be necessary to protect the injured minor. I represent that I am the parent and/or legal guardian of the minor named below and that *unless otherwise arranged with ShakeIt, in writing, I am participating with minor. Unaccompanied minors are not allowed to participate in Event.* I understand, acknowledge, accept, and agree to all the provisions listed above for the following minor participant for whom I am legally responsible, and have reviewed the contents contained herein with him or her.

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT BY MAKING THIS AGREEMENT I SURRENDER VALUABLE RIGHTS. I DO SO FREELY AND VOLUNTARILY. I FURTHER CERTIFY THAT I AM OF LAWFUL AGE, AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT; THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT AND IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

I AGREE THAT I WILL NOT PARTICIPATE IN THE EVENT OR UTILIZE THE FACILITIES IF I AM UNDER THE INFLUENCE OF DRUGS OR ALCOHOL, OR IF THERE IS ANY OTHER PHYSICAL CONDITION THAT MAY IMPAIR MY ABILITY TO UNDERSTAND INSTRUCTIONS OR TO PARTICIPATE WITHOUT CREATING A RISK TO OTHERS OR MYSELF.

BY SIGNING THIS AGREEMENT, I AGREE I HAVE READ THE ABOVE STATED, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THOSE TERMS WHICH SIGNIFICANTLY LIMIT MY LEGAL RIGHT TO SUE. I UNDERSTAND AND ACKNOWLEDGE THAT I AM WAIVING THE RISK OF INJURY RELATING TO THE EVENT ORGANIZED BY SHAKEIT AND AGREE THAT DANCING AND/OR PARTICIPATING IN THE EVENT CAN RESULT IN INJURY OR DEATH.

Participant Signature*

Date*

Guardian Signature* (if applicable)

Date*