

## **LIABILITY WAIVER AND RELEASE AGREEMENT**

**WHEREAS**, Midlife Shuffle conducts dance and fitness activities involving physical exertion ("the Activities"); and

**WHEREAS**, the undersigned Participant desires to participate in the Activities.

**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, the parties agree as follows:

### **ASSUMPTION OF RISK**

Participant acknowledges that the Activities, including but not limited to aerobic exercise, stretching, dance, and other sustained physical activities that place stress on the cardiovascular and muscular systems, are hazardous activities that include certain risks and dangers, including but not limited to catastrophic injuries, other serious injury, and death.

**PARTICIPANT VOLUNTARILY ASSUMES ALL RISKS INVOLVED IN THE ACTIVITIES OF MIDLIFE SHUFFLE.**

### **WAIVER AND RELEASE**

In consideration of Participant's participation in the Activities provided by Midlife Shuffle, Participant, for himself/herself, heirs, executors, administrators, and assigns, does hereby release, waive, discharge, and covenant not to sue Midlife Shuffle (hereinafter referred to as "Releasee") from liability and from any and all claims, including negligence, resulting in personal injury, accident, illness (including death), and property loss arising from participation in the Activities.

### **INDEMNIFICATION AND HOLD HARMLESS**

Participant agrees to indemnify and hold the Releasee harmless against loss (including reasonable attorneys' fees) from any and all claims of negligence, demands, rights, or causes of action of any kind or nature that may hereafter at any time be made or brought by Participant or on Participant's behalf for any known or unknown, foreseen or unforeseen bodily or personal injuries, damages to property, and consequences thereof which may be sustained by Participant as a direct or indirect result of participating in the aforementioned Activities.

### **SEVERABILITY AND JURISDICTION**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

### **FITNESS OF PARTICIPANT**

Participant represents to Midlife Shuffle that he/she:

- Has the requisite fitness level to participate in the Activities, and/or
- Voluntarily participates in the Activities and all risks related to the Activities
- Is not aware of any medical or physical condition that would prevent him/her from participating in the Activities

### **ACKNOWLEDGEMENT OF UNDERSTANDING**

I have read the Assumption of Risk and Waiver of Liability provisions in this Agreement and understand I am giving up substantial rights, including my right to sue.

I acknowledge that I am signing this Agreement freely and voluntarily and intend, by my signature, that this document be a complete and unconditional release of liability to the greatest extent allowed by law. I further certify that I have fully read and understand the terms of this Agreement and will comply with the contents herein.

---

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Participant Name (Print):** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_