

**DANCE DOJO DANCE MEMBER AGREEMENT REGARDING
ASSUMPTION OF RISK, LIMITATION OF LIABILITY, DAMAGES,
INDEMNIFICATION, AND WAIVER OF CLAIMS**

Dance Dojo Dance and _____ (“Member”) hereby covenant and agree as follows.

ASSUMPTION OF RISK BY MEMBER

Member acknowledges that dancing is a strenuous activity, that using the facilities of Dance Dojo Dance, and participating in Dance Dojo Dance activities involves a risk of injury, whether caused by Dance Dojo Dance, another Member or someone else. Specific risks vary from one activity to another, and the risks range from minor injuries, such as sprains, cuts or bruises, to major injuries, such as concussions or broken bones, to catastrophic injuries, such as permanent disability or death. Moreover, there are potential risks that may presently be unknown. Injuries may result from slippery surfaces, equipment malfunction, improper maintenance, inadequate supervision, poor training, failure to warn, and other causes that may be either within or outside the control of Dance Dojo Dance. Member understands these risks and represents that Member believes that Member, Member’s family members and Member’s guests that will participate in Dance Dojo Dance classes are healthy enough to participate in Dance Dojo Dance’s classes and other activities.

In consideration of Member’s, Member’s family members’ and Member’s guests’ right to enter Dance Dojo Dance facilities and participate in activities offered at or outside of Dance Dojo Dance’s facilities, **Member voluntarily assumes and accepts these risks and agrees that Dance Dojo Dance, MacGregor Properties, LLC and each of their respective owners, officers, directors, members, managers, employees, volunteers, agents, independent contractors, and successors in interest (collectively, the “Released Parties”) will not be liable for any injury (personal, bodily, or mental) or death, economic loss or any property damage to Member, Member’s family members, or any of Member’s guests resulting from the negligence of the Released Parties, or any of them, or of any third party, whether or not such injury, death, economic loss or damage is related to exercise.**

Member understands and acknowledges that Dance Dojo Dance (i) does not manufacture fitness or other equipment at its facilities, but purchases or leases the equipment; and (ii) is providing recreational services and shall not be liable for defective products. Member expressly agrees that Member, Member’s family members, and all of Member’s guests undertake the use of Dance Dojo Dance facilities, equipment,

and any transportation provided by Dance Dojo Dance at their respective risks. Activities can range in difficulty level, and Member attests on behalf of Member and Member's guests that each participant is physically, mentally, and emotionally capable of engaging in the activities.

Member, family members of Member's family and guests of Member are urged to obtain a physical examination from a qualified medical professional before participating in any exercise class or other activity. In the event that Member, family member of Member, or guest of Member is injured, Member hereby consents to Dance Dojo Dance securing and providing whatever medical care may appear to be reasonable or necessary to care for or assist Member, Member's family members and for Member's guests; this includes, without limitation, including transportation to an emergency medical care facility via ambulance or other emergency transport. Member hereby accepts financial responsibility for any such care that may be given. Member may decline to participate in any activity. Member agrees to inform Dance Dojo Dance in writing of any physical limitation that Member, any member of Member's family or any guest of Member that could create any medical problems for any of them.

INDEMNIFICATION

Member covenants to defend, indemnify and hold harmless the Released Parties from and against any claim, demand or lawsuit asserted by any third party that arises from or grows out of any alleged or actual negligence or willful misconduct of Member, a member of Member's family or any guest of Member, of any third party, or any combination of the foregoing; this covenant includes but is not limited to any claim, demand or lawsuit seeking compensation for injury (personal, bodily or mental), death, economic loss, or property damage.

Additionally, Member covenants to defend, indemnify and hold harmless the Released Parties from and against any claim, demand, or lawsuit asserted by Member, a member of Member's family or any guest of Member that arises from or grows out of any alleged or actual negligence of the Released Parties, of any third party, or any combination of the foregoing; this covenant includes but is not limited to any claim, demand or lawsuit seeking compensation for injury (personal, bodily or mental), death, economic loss, or property damage.

LIMITATION OF LIABILITY AND DAMAGES

Member agrees that Dance Dojo Dance is not responsible or liable to Member, any member of Member's family, or any of Member's guests for any property damaged, lost or stolen in or about Dance Dojo Dance facilities, including but not limited to, the building, any lockers, and the parking areas. Member agrees that neither Member, Member's family members nor Member's guests shall store any

valuable item in any locker or automobile on the premises of Dance Dojo Dance and that they will only use any lockers solely for temporary clothing storage. Member agrees to be liable to Dance Dojo Dance for any damage to Dance Dojo Dance property caused by any Member, Member's family members or Member's guests and Member agrees to reimburse Dance Dojo Dance for any such damage upon demand. Member agrees that notwithstanding any other term or provision of this agreement, under no circumstances shall Dance Dojo Dance be liable to any Member or guest for any indirect, consequential, special, or incidental damages.

CHILD MEMBERS

On behalf of any child Member under the age of 18, the undersigned adult Member assumes and accepts all risks of injury or loss to himself or herself for any such child Member. By signing below, the adult Member waives and releases, and agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands and lawsuits that any such child Member the adult Member, or either of them, including their spouses, heirs, assigns and next of kin, may have against the Released Parties for injury (personal, bodily or mental), death, economic loss, or property damage arising out of or resulting from the negligence of the Released Parties, any third party, or any combination of the foregoing. The undersigned adult Member hereby represents to Dance Dojo Dance that he or she has the full legal authority on behalf of the child Member(s) to act for and on behalf of all the child Members and to assume and accept risks, to waive and release liability and to agree to indemnify, defend and hold harmless the Released Parties on behalf of and for all the child Members listed above.

SURVIVAL

Notwithstanding any other term or provision of this agreement, the terms and provisions of this Agreement shall survive any cancellation or termination of the business relationship between Member, any child Member listed above and Dance Dojo Dance to the maximum extent permitted by applicable law.

ARBITRATION

If there is any dispute between Member and Dance Dojo Dance involving an amount in controversy of more than ten thousand dollars (\$10,000), Dance Dojo Dance and the Member agree to submit the dispute to binding arbitration for resolution before the American Arbitration Association ("AAA"). Arbitration means that neither the Member nor Dance Dojo Dance can sue the other in court over a dispute and that a neutral arbitrator will decide the dispute, not a judge or jury. The provisions of the Federal Arbitration Act shall govern this Agreement. Either party may initiate arbitration by

submitting a written arbitration request to the other within the appropriate statute of limitations period for the claim to be arbitrated. The parties shall select the arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator, then they shall tender the dispute to the American Arbitration Association's office nearest to Dance Dojo Dance, and the AAA shall select an arbitrator for the parties. Unless mandated by applicable law, each party shall bear his or her own attorneys' fees and costs. If the arbitrator or a court determines that any part of this dispute is not subject to arbitration, the parties acknowledge, agree and stipulate that the part of the dispute that is not subject to arbitration shall be stayed pending resolution of the arbitration. The arbitration award shall be binding, complete and final, with no right of appeal. The parties agree they shall not disclose the existence, content, or result of the arbitration without the written consent of both parties, except to compel arbitration, enforce or vacate the award of the arbitrator or to enforce discovery ordered or permitted by the arbitrator. Member also accepts this Dispute resolution procedure for any dispute between any child Member under the age of 18 and Dance Dojo Dance. The Member may opt out of this arbitration provision by notifying Dance Dojo Dance in writing that he/she does not want to resolve disputes with Dance Dojo Dance by arbitration. Such notice must be delivered within ninety (90) days of the date that Member signs this agreement to the following address: Dance Dojo Dance, 1631 Placentia Ave, Unit A4, Costa Mesa, CA 92627.

WAIVER OF CLASS ACTION AND JURY RIGHTS

Member acknowledges and understands that by signing below Member is waiving rights to a court or jury trial for the matters described above. Member also agrees that: (i) Member may only bring claims only in Member's individual capacity, and not as a plaintiff or class Member in any purported class or representative proceeding, and (ii) Member will not participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Dance Dojo Dance is a party to such a proceeding.

DANCE DOJO DANCE RULES

The Dance Dojo Dance Rules ("DDD Rules") are attached hereto. You acknowledge that you have read the DDD Rules before executing this Agreement and that you will abide by them and advise and make all of your family members and guests aware of the DDD Rules and their responsibility and your responsibility to comply with the DDD Rules at all times. Dance Dojo Dance may amend, revise, or supplement the Dance Dojo Dance Rules at any time and that this may be accomplished by Dance Dojo Dance by providing you notice of such via hard copy, electronic copy or by posting online at <http://www.DanceDojoDance.com/rules>; all such amended, revised or supplemented rules, irrespective of

how you are notified of them, shall be binding on Member, Member's family members and Member's guests from the time that such DDD Rules are posted online.

RELEASE TO USE LIKENESSES

Member authorizes Dance Dojo Dance to photograph, film, and record Member, family members of Member and Member's guests and Member consents to the use of likeness and images of all of the preceding in publications, educational materials, marketing materials, websites, advertising, and brochures. You understand and agree that all such images and recordings shall become the sole property of Dance Dojo Dance. You further agree that Dance Dojo Dance does not owe any Member, family member of Member or any guest of Member any royalty or compensation whatsoever for the use of their likeness.

ENTIRE AGREEMENT

This Agreement, together with the DDD Rules as they may be amended from time to time, constitutes the entire agreement between Member and Dance Dojo Dance regarding the issues addressed herein. No representations or agreements, either oral or written, which are not contained in this Agreement, shall be binding upon you or Dance Dojo Dance. Handwritten changes to the pre-printed language of this Agreement are not valid unless initialed by Maria Reinhard on behalf of Dance Dojo Dance.

INTERPRETATION

The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" if a phrase of similar import is not used. In any case, where Dance Dojo Dance has or reserves a right herein, such right or reservation of right shall be deemed to mean in Dance Dojo Dance's sole and absolute discretion, for any or no reason, and at any time.

SEVERABILITY

If any term or provision of this Agreement, or its applications to any persons or particular circumstances, is determined to be invalid, illegal or unenforceable, that term or provision (or its application to those persons or circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that term or provision to other persons and circumstances) will continue in full force and effect insofar as doing so will allow this Agreement to remain a workable instrument to accomplish the intent and purposes of the parties. The stricken term or provision shall be deemed replaced by a term or provision that is valid, legal and enforceable, and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

APPLICABLE LAW

This Agreement and any legal action related to this Membership shall be governed by, construed and enforced according to the laws of the State of California, without reference to choice of law principles.

ELECTRONIC DELIVERY OF NOTICES

You agree that Dance Dojo Dance may opt to deliver notices and records to you electronically relating to this Agreement instead of delivering them to you in paper hard copy unless otherwise required by applicable law. Dance Dojo Dance may deliver electronic notices by email to the email address you have provided, and you agree to keep that email address active and update it with Dance Dojo Dance as necessary.

TELEPHONE CALLS AND TEXT MESSAGES

You agree that DANCE DOJO DANCE may contact you concerning amounts you owe DANCE DOJO DANCE on the phone number you have provided and that such contact may be by telephone (including autodialed calls), pre-recorded or artificial message, text message or other means. You agree to provide your telephone number and e-mail address with Dance Dojo Dance and to update them as necessary so that Dance Dojo Dance may contact you via these means. Message, data, and other rates may apply.

MARKETING COMMUNICATIONS

From time to time Dance Dojo Dance may offer you special offers by direct mail, email, telephone and other methods as permitted by applicable law. You may change your communication preference at any time by notifying Dance Dojo Dance in writing.

HEALTH INSURANCE

Dance Dojo Dance does not carry medical insurance for Members or any dancers. All Members and dance students are required to be covered by their own health insurance policies. If injury or illness occurs, Member's own health insurance policy is the only source for reimbursement.

ACKNOWLEDGMENT

MEMBER (I) HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT; (III) RECOGNIZES THAT SUBSTANTIAL LEGAL RIGHTS ARE RELINQUISHED HEREIN, INCLUDING THE RIGHT OF FINANCIAL RECOVERY FOR INJURY; AND (IV) ACKNOWLEDGES RECEIPT OF OR ACCESS TO A PRINTED COPY OF THIS AGREEMENT.

Dancer Information:

Name: _____ Age: _____
Date of Birth (MM/DD/YYYY): ____/____/____
Address: _____
City _____ State: _____ Zip Code: _____
Cell Phone #: _____ Email: _____
Who referred you? _____

Parent's Information

Parent/ Guardian: _____ Cell Phone#: _____
Email: _____ Relationship: _____
Parent/ Guardian: _____ Cell Phone#: _____
Email: _____ Relationship: _____

IF PARENTS CANNOT BE REACHED, IT IS OK TO RELEASE A MINOR DANCER TO THE FOLLOWING PERSONS:

Name: _____ Cell Phone#: _____
Email: _____ Relationship: _____

Medical

Medical Insurance Company: _____ Policy #: _____
Member has the following physical limitations and medical problem (if any):

I am at least 18 years of age and I covenant to be bound according to the preceding terms of this contract on behalf of myself and my children, spouse, guests, heirs, legal representatives and assigns.

_____ Date: _____, 20____

(Member Signature)

(Member Printed Name)

(Member e-mail address)