

This Agreement is between Pole Dance Ltd. (hereinafter the “Company”) and You, (hereinafter the “participant” and/or “you”). When you participate to any services offered by the Company, this means that you have already read and agreed to be bound by all terms and conditions of this Agreement and any policies that have been published by the Company and uploaded to www.dancestudiomoon.com.

This Participation Agreement sets forth the terms and conditions governing a participant’s attendance and use of the services offered by the Company, including but not limited to dancing, the use of the premises and equipment (hereinafter the “Program”) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. The participant will indemnify and keep indemnified the Company and related affiliates to the extent permitted by law in respect of any claim by any person, including but not only to any other participant participating in the Program arising as a result of or in connection with my participation in the Program.

RISKS

The Program involves the use of facilities and equipment by the Participant, class members, and instructors in various situations and locations. The Participant is fully aware of the inherent risk of injury associated with the activities and equipment involved with the Program, including, by way of example and not by limitation, the potential for permanent disability, death, or damage to property. Such risks exist even while protective equipment is used and personal discipline is exercised

INSTRUCTIONS

The Participant understands that the Program is physically and mentally intense and must, at all times, work within his/her capabilities and follow the instructions of the instructors. If the Participant observes any unusual hazards during participation in the Program, he/she will bring these matters to the attention of the staff as soon as practical.

ASSUMPTION OF RISK

The Participant knowingly and freely assumes all such risks, whether known or unknown, direct or indirect, even if arising from the negligence or carelessness of those persons referenced herein, and assumes all responsibility for his/her participation.

WAIVER, RELEASE AND COVENANT NOT TO SUE

The Participant, on behalf of him/herself and his/her heirs, family members, assigns, personal representatives, agents, and employees waives any claims against, and releases from liability, the Company, its officers, members, managers, directors, instructors, agents, and/or employees and their assigns (the “Released Parties”) for any damages, injuries, disability, death, or loss to person or property whether caused directly or indirectly by the carelessness or negligence of the Released Parties, caused by latent or patent defects in the equipment, or caused by any other person, thing or event whatsoever (“Released Event”) while participating in, or in any way related to the Program and will not sue the Released Parties for the said matters.

MINORS

In the event that the participant is a minor, this agreement is being signed by and authorized by the parent or guardian of the minor who agrees to defend indemnify, and hold harmless the Released Parties harmless from any claim arising out of a Released Event while participating in, or in any way related to, the Program and will not sue the Release Parties for the said matters.

CONSTRUCTION

This Agreement shall be broadly construed in favor of a full release, waiver, and agreement to hold harmless the Released Parties regardless of the circumstances.

PHOTOS

Participation in Company activities constitutes agreement to allow the Company to use photos or video of participant for promotional purposes unless the Company receives a written request to the contrary and is reminded of that request when photos are being taken.

EMERGENCIES

In the event of an emergency, the participant hereby authorizes the Company to call for medical assistance. The Emergency Contact person on file will be contacted as soon as possible. Any medical expenses incurred will be the sole responsibility of the participant.

GOVERNING LAWS

This Agreement shall be governed in all respects by the laws of the Republic of Cyprus without regard to conflict of laws provisions. All controversies arising in relation to this Agreement shall be brought in the courts located in Limassol, Cyprus.

WAIVER

No waiver of or any delay by the Company in exercising any provision in this Agreement shall constitute a waiver of any other right or remedy that it may have unless set forth in writing and executed by all parties. No evidence of any waiver of or any delay in exercising any provision in this Agreement by the Company shall be offered or received in evidence in any proceeding between the parties arising out of or affecting this Agreement.

The participant had sufficient opportunity to read this Entire Agreement, fully understood its terms, understood that he/she had given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature and intend it to be bound by its terms forever.