

## SECTION 1 - GENERAL INFORMATION

1.1 I understand that all Femme Fatale Dayton LLC policies are subject to change without notice.

1.2 I understand that the videos and content provided are the sole property of Femme Fatale Dayton, LLC. I will not reproduce or share any content without the permission of Femme Fatale Dayton, LLC.

1.3 I understand that the FFD Aerial Vault includes virtual videos and zero (0) in person classes or lessons. The FFD Aerial Vault does not include or provide access to the Femme Fatale Dayton building or equipment.

## SECTION 2 - CLIENT CANCELATIONS, REFUNDS, BANS, AND ADDITIONAL CHARGES

2.1 I understand and will adhere to the following cancelation, refund, and additional charge policies:

- Memberships – All must cancel by providing written electronic notice to Femme Fatale Dayton LLC administration. Cancelations take 7 business days to process. Refunds will not be given for monthly membership dues for any reason. This includes, but is not limited to: financial hardship, desired videos being unavailable, or lack of membership use.

## SECTION 3 - MEMBERSHIPS AND APPOINTMENT HOURS

3.1 I understand that all memberships are a monthly subscription and have a monthly draft date that must be taken from a credit card. This will continue indefinitely until I follow proper cancelation procedures as listed above.

## SECTION 4 - LIABILITY

4.1 I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Femme Fatale Dayton LLC (Femme Fatale Dayton) and its Independent Representatives and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of Femme Fatale Dayton LLC (Femme Fatale Dayton) provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

4.2 Femme Fatale Dayton LLC (Femme Fatale Dayton) shall not be held liable for any actions, damages, claims, demands, debts, contracts, expenses, lawsuits, damages to property or persons and liabilities of any kind, resulting in the actions of gross negligence, intentional or willful or wanton misconduct of any Independent Representative in association with any Femme Fatale Dayton class or any other event, show, display, convention or gathering in which products & services currently marketed by Femme Fatale Dayton are displayed, utilized, sold or rented.

4.3 I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

4.4 By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Femme Fatale Dayton including but not limited to participating in stretching exercises, dance routines, utilizing the portable dance pole for dance moves, swinging or leaning against the dance pole, using the dance pole in any manner, form or fashion, and practicing and/or engaging in pole dancing activities, or other related activities on and off the premises.

4.5 This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

4.6 The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Femme Fatale Dayton and its Independent Representatives, agents, employees, officers, directors, affiliates, and successors, whether by agreement, by operation of law, or otherwise.

4.7 I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the extent of the law. I hereby certify that I am over eighteen (18) years of age, and am of sound mind at the time of the execution of this Waiver.

I understand and agree to all terms and conditions listed in this document.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date