

## ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**DECLARATIONS:** This Agreement is entered into between hula instructor, Kahea Kamahale and the undersigned (student). The provision of hula dance lessons by Kahea Kamahale to the Student, and the Student's use of any premises, facilities or equipment are contingent upon this Agreement. **ASSUMPTION OF RISK:** You agree that if you engage in any physical exercise or activity, including dance training, or enter the Kaizen Dojo and/or Gardena Dance Studio or use any facility or equipment on our premises for any purpose, you do so at your own risk and assume the risk of any and all injury and/or damage you may suffer, whether while engaging in physical exercise or not. This includes injury or damage sustained while/or resulting from using any premises or facility, or using any equipment, whether provided to you or by Kahea Kamahale, or otherwise, including injures or damages arising out of the negligence of the Instructor, whether active or passive, or any of the Instructors, affiliates, employees, agents, representatives, successors, and assigns. Your assumption of risk includes, but is not limited to, your use of any exercise equipment (mechanical or otherwise), dressing areas, restrooms, sidewalks, parking lots, stairs, lobby or other general areas at the Kaizen Dojo and/or Gardena Dance Studio. You assume the risk of your participation in any activity, class, program, instruction, or event, including but not limited to walking, jogging, running, aerobic activities, or dancing activities including spins, turning or jumping. You agree that you are voluntarily participating in the aforementioned activities and assume all risk of injury, illness, damage, or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property, whether arising out of the negligence of the Instructor or otherwise.

**RELEASE:** You agree on behalf of yourself (and all your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge Kahealani Kamahale and the Kaizen Dojo and/or Gardena Dance Studio, the Instructor's affiliates, related entities, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of the Instructor, whether active or passive, or any of the Instructor's affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) improper maintenance of any exercise equipment, premises or facilities (c) negligent instruction or supervision, including dance instruction or personal training, (d) negligent hiring or retention of employees, and/or slipping or tripping and falling while on any portion of the Kaizen Dojo and/or Gardena Dance Studio or while traveling to or from dance instruction, including injuries resulting from Instructor's or anyone else's negligent inspection or maintenance of the facility or premises.

**INDEMNIFICATION:** By execution of this agreement, you hereby agree to indemnify and hold harmless Kahealani Kamahale and the Kaizen Dojo and/or Gardena Dance Studio from any loss,

liability, damage, or cost Instructor may incur due to the provision of dance instruction by the Instructor to you.

ACKNOWLEDGEMENTS: You expressly agree that the foregoing release, waiver, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. You acknowledge that Kahea Kamahale offers a service to her students encompassing the entire recreational and/or fitness spectrum. Kahea Kamahale is not in the business of selling exercise equipment to the public, and the use of such items is incidental to the service provided by the Instructor. You acknowledge and agree that the instructor does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

**You acknowledge that you have carefully read this waiver and release and fully understand that it is a release of liability, express assumption of risk and indemnity agreement. You are aware and agree that by executing this waiver and release, you are giving up your right to bring a legal action or assert a claim against Kahealani Kamahale and/or the Kaizen Dojo and/or Gardena Dance Studio for negligence, or for any defective product used while receiving instruction or using the facilities. You have read and voluntarily signed the waiver and release and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.**

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

*Student Signature:* \_\_\_\_\_

Student Email: \_\_\_\_\_ Student Phone: \_\_\_\_\_

**Emergency Contact Information**

Emergency Contact: \_\_\_\_\_ Contact Ph#: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Contact Ph#: \_\_\_\_\_

**List any allergies:** \_\_\_\_\_