

**LIABILITY WAIVER
RELEASE AND INDEMNIFICATION AGREEMENT**

I UNDERSTAND that activities sponsored, promoted, demonstrated, or taught by L'Ru Studios, LLC and/or its officers, directors, members, employees, trainers, coaches, instructors, agents, and lessors collectively (hereinafter "L'Ru Studios") can be strenuous activities and involve the risk of physical injury and/or death. I understand I may sustain physical injury and/or death while engaging in such activities and that I should check with my physician before engaging in these activities.

IN CONSIDERATION of being permitted to utilize vertical pole and /or other equipment owned, provided or used by L'Ru Studios and engaging in activities sponsored, promoted, demonstrated or taught by L'Ru Studios, I AGREE for myself, my spouse, my personal representatives and heirs, to the following:

1. I RELEASE AND DISCHARGE L'Ru Studios, FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO ME OR TO MY PROPERTY WHILE I AM PARTICIPATING IN THE USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE I AM ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L'Ru Studios, WHETHER SUCH LOSS, DAMAGE OR INJURY RESULTS FROM THE NEGLIGENCE OF L'Ru Studios, OR FROM SOME OTHER CAUSE.

2. I acknowledge that there are no certified trainers, coaches, or instructors supervising the use of the vertical pole and other equipment, or supervising the conduct of any activities sponsored, promoted, demonstrated or taught by L'Ru Studios. I ACCEPT AND ASSUME ANY AND ALL RISKS AND DANGERS OF BODILY INJURY, PERMANENT DISABILITY, DEATH AND/OR PROPERTY DAMAGE, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF L'Ru Studios, THAT MAY OCCUR TO ME WHILE PARTICIPATING IN THE USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE I AM ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L'Ru Studios.

3. I AGREE TO INDEMNIFY AND HOLD HARMLESS L'Ru Studios, FROM ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, WHICH THEY OR ANY OF THEM MAY INCUR OR BE EXPOSED TO AS A RESULT OF ANY CLAIM OF BODILY INJURY, DEATH, PROPERTY DAMAGE OR OF ANY OTHER LIABILITY RESULTING FROM MY USE OF ANY VERTICAL POLE OR OTHER EQUIPMENT AND/OR FROM ANY OF MY PARTICIPATION IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED, OR TAUGHT BY L'Ru Studios.

4. I agree to pay for any and all damage that occurs to the vertical pole or other equipment resulting from my negligence and/or willful violation of any of the L'Ru Studios's policies or safety guidelines relating to the use of such equipment.

5. I agree to pay all costs, including reasonable attorneys' fees, incurred by L'Ru Studios to collect any sums due from me. I agree to pay interest at the rate of 18% per annum on all sums I owe to L'Ru Studios that are not when due paid.

6. I agree that exclusive jurisdiction and venue for any lawsuit arising out of this agreement or the dealings between us shall be the state courts located in the City and County of Denver, Colorado. To the extent that any part of this agreement is found to be invalid, void or illegal under applicable law, then any such part shall be inapplicable, and the remainder of the agreement shall continue in full force and effect.

THIS AGREEMENT SIGNIFICANTLY AFFECTS MY LEGAL RIGHTS, I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Date: _____

Print Name of Participant

Street Address

Signature of Participant

City, State and Zip

If the Participant is a minor (under the age of 18), then a parent or guardian of the minor who signs below hereby ratifies and approves the foregoing Release and Indemnity on behalf of the minor. IN CONSIDERATION of the minor being permitted to utilize vertical pole and other equipment owned by L'Ru Studios and engaging in activities sponsored, promoted, demonstrated or taught by L'Ru Studios, the parent or guardian signing below further AGREES TO INDEMNIFY AND HOLD HARMLESS L'Ru Studios, FROM ANY AND ALL LOSS, LIABILITY OR EXPENSE, INCLUDING ATTORNEYS' FEES, WHICH THEY OR ANY OF THEM MAY INCUR OR BE EXPOSED TO AS A RESULT OF ANY CLAIM OR CAUSE OF ACTION MADE BY SUCH MINOR FOR BODILY INJURY, DEATH OR PROPERTY DAMAGE RESULTING FROM THE MINOR'S USE OF THE VERTICAL POLE OR OTHER EQUIPMENT AND/OR WHILE SUCH MINOR IS ENGAGED IN ANY ACTIVITY SPONSORED, PROMOTED, DEMONSTRATED OR TAUGHT BY L'Ru Studios. THE PARENT OR GUARDIAN MUST ACCOMPANY THE MINOR PARTICIPANT TO L'Ru Studios BEFORE THE PARTICIPANT WILL BE ALLOWED TO PARTICIPATE IN ANY L'Ru Studios CLASSES, WORKSHOPS AND/OR EVENTS.

Date: _____

Name of Parent or Guardian

Name of Participant

Signature of Parent or Guardian