



## Release Agreement

Please review these policies carefully as the following terms of enrollment govern your payment and enrolment at the Pa Pole Academy. In consideration for being permitted to participate in Pole Dancing and any other activities conducted by the Pa Pole Academy, I the undersigned, understand, acknowledge and agree that:

**PAYMENT AND REFUND POLICY** These terms set out your rights and obligations with respect to your payment and enrollment including important limitations and conditions on your right to obtain a refund. Your payment of a deposit at the Pa Pole Academy, and or the signing of this agreement constitutes your agreement that these policies apply, so be certain you understand them before you pay a deposit or enroll.

**CANCELLATIONS AT THE DISCRETION OF SQPS** Pa Pole Academy reserves the right to change or cancel a class up to and including the date of the course if sufficient bookings have not been received. In the event of a class or course being altered or cancelled every effort will be made to avoid inconvenience by offering alternative dates and times.

### **RELEASE AND WAIVER OF LIABILITY**

**Pole Dancing is a Dangerous Activity** I understand, acknowledge and agree that Pole Dancing is a dangerous activity and as such, has inherent dangers and risks, including risk of injury or death. I further acknowledge and agree that due to the nature of Pole Dancing, it would be unreasonable for the Pa Pole Academy to be in any way responsible for any injury of any kind or death, and I hereby, to the full extent permitted by law, waive all legal rights of action against and fully releases the Pa Pole Academy, its directors, instructors, employees, agents, landlords, leases or franchisees for the loss, damages, or injury howsoever arising out of or in relation to the participation by myself in the activities conducted or organized by the Pa Pole Academy including without limitation, liability for any negligent or tortious act or omission, breach of duty, breach of contract or breach of statutory duty on the part of the Pa Pole Academy or Related Parties.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption.

I agree that participating in any activity organized or conducted by the Pa Pole Academy is only allowed on the distinct understanding that I do so at my own risk.

**Conduct** I agree to follow the directions of the instructor and that any misconduct or refusal by me to follow any direction of the instructor can result in the cancellation of my lesson and my immediate removal from the class. I understand that any such non-compliance may result in injury of any kind whatsoever as a result of my failure to comply.

**Health** I acknowledge I have been advised to consult with my physician with respect to any past or present injury, illness, pregnancy or any other health related condition or any kind whatsoever that may affect my participation and ability to participate in the program. I acknowledge that I have discussed the appropriateness of the Pole Dancing program in connection with any illness or condition that I have or have had with my physician, and that I knowingly execute this release from liability and negligence.

I acknowledge that the Pa Pole Academy does not recommend that pregnant women participate in Pole Dancing.

**The Academy Rental Space** The U.S. Environmental Protection Agency (EPA) has been working with the owner of the building where the Academy is located to remove soil near the building which was contaminated by certain chemicals many years ago. This condition can affect the air in the building. The EPA has installed special equipment to measure and filter the air in portions of the premises, including the Academy's space. The Pennsylvania Department of Health has found that most of the premises to be safe for visitors especially if their visits are less than 8 hours a day for many consecutive days. The air filters have improved the quality of the air and the parties are working towards continued improvement. Only a portion of the Academy's space was subject to the recommendation that visitors should try to limit the duration of visits to under four hours for each visit on consecutive days. The area subject to this suggestion is the aerial training portion of the Academy. It is not likely that a member normally would be using this equipment for such an extended period of time during their exercise program. Nonetheless, we wish to advise you of this information and you acknowledge that you understand this advice and will seek to abide by such recommendations to protect your health. Do not ignore such recommendations; because you do so at your own risk.

#### **EFFECT OF THIS DOCUMENT**

I have had sufficient opportunity to read this entire agreement and fully understand its terms and sign it freely and voluntarily without inducement of any kind.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

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