

Waiver and Release of Liability

In consideration of the risk of injury while participating in Just Dance Invitational's competition and workshop (the "Activity") and as consideration for the right to participate in the Activity, I hereby, for myself, my participants, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Just Dance Invitational, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I agree to indemnify and hold harmless Just Dance Invitational against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Just Dance Invitational incurs any of these types of expenses, I agree to reimburse Just Dance Invitational.

I acknowledge that Just Dance Invitational and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Just Dance Invitational.

I acknowledge that I have carefully read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge Just Dance Invitational and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Just Dance Invitational for personal injury to property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Just Dance Invitational, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financial responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participants and Just Dance Invitational agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful to otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.