

**RICHMOND BARRE, LLC AGREEMENT OF RELEASE AND WAIVER OF LIABILITY**

I, \_\_\_\_\_, hereby agree to the following:

1. I am participating in Barre Classes offered by Richmond Barre, LLC (hereinafter "Richmond Barre Classes") during which I will receive information and instruction about the Richmond Barre method and technique, as well as fitness, and health. I recognize that Richmond Barre Classes and other exercise fitness routines require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of and consent to the risks and hazards involved therein.

2. I realize there are special risks that could be associated with pregnancy, prior surgeries, injuries, and medical conditions that may carry additional health concerns. I have discussed these with my personal physician, and I have obtained his or her consent to participate in activities offered by Richmond Barre, LLC and/or Ashley Hudson.

3. I understand that it is my responsibility to consult with a physician prior to, and regarding my participation in Richmond Barre Classes, as well as other exercise fitness routines, programs, or workshops offered by Ashley Hudson and/or Richmond Barre LLC. I represent and warrant that I am physically fit and I have no medical condition that would prevent my full participation in Richmond Barre Classes. I understand that it is my responsibility to update this waiver with regard to any health condition changes that I experience in the future.

4. In consideration of being permitted to participate in Richmond Barre Classes, as well as exercise fitness routines, health programs, or workshops offered by Richmond Barre, LLC:

a. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of my participation in Richmond Barre Classes;

b. I, knowingly, voluntarily, and expressly waive any and all claims that I have, or may have in the future, against Ashley Hudson and/or Richmond Barre, LLC for any injuries or damages that I have sustained, or may sustain, as a result of participating in Richmond Barre Classes, exercise fitness routines, health programs, or workshops offered by Richmond Barre LLC;

c. I agree not to instruct, train, teach, or provide services substantially similar to any of the services provided by Richmond Barre, LLC, including, but not limited to, the instruction, training, or teaching of any barre method, barre style, ballet-barre, or barre related technique, movement, body conditioning, exercises, or other fitness services in the City of Richmond and the Counties of Chesterfield, Goochland, Hanover, and Henrico, Virginia, for a period of eighteen (18) months from the date of my last participation in any Richmond Barre Classes, exercise fitness routines, health programs, or workshops offered by Richmond Barre, LLC and/or Ashley Hudson.

5. I, my heirs, and/or legal representatives' forever release waive, discharge and covenant not to sue Ashley Hudson and/or Richmond Barre, LLC for any injury or death caused in whole or in part by their actions or negligence and/or the actions or negligence of any other individual or entity.

6. I understand that in the event I violate any provision of this Agreement, Richmond Barre, LLC shall have the full right to seek all remedies available to it by operation of law. I agree to reimburse Richmond Barre, LLC for all costs, expenses, or damages that it incurs as a result of any violation of any provision of this Agreement. This obligation shall include all reasonable attorneys' fees and costs.

I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above. This agreement shall be governed by the laws of the Commonwealth of Virginia.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE