

WAIVER OF LIABILITY, MEDICAL RELEASE, PHOTOGRAPHY/VIDEO RELEASE & INDEMNIFICATION AGREEMENT

I hereby **waive, release and discharge** any and all claims and damages for personal injury, death, or property damage which I, or my minor children, may sustain or which may occur as a result of my own participation, or that of my minor children, in **Kate Enterprises, L.L.C. (Otherwise known as KB Studios)** classes and other activities.

I further understand and agree that:

1. This release is intended to discharge in advance the Kate Enterprises, L.L.C., its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with my participation or my minor children's participation in Kate Enterprises, L.L.C. activities;
2. Such classes and activities may be of a hazardous, strenuous, and/or physical nature, and participation in said activities may result in injury, death or property damage;
3. Knowing the risk involved, nevertheless, I voluntarily request permission for myself or my minor child to participate in said activities;
4. I hereby assume any and all risks of injury, death or property damage and to release and hold harmless Kate Enterprises, L.L.C., its officers, employees & agents, except for their sole negligence or intentional acts;
5. This waiver, release and assumption of risk is binding on me and my heirs and assigns;
6. I will indemnify and hold Kate Enterprises, L.L.C. harmless from any loss, liability, damage, cost or expense, including litigation, which it may incur as a result of any injury and/or property damage which myself or my minor children may sustain while participating in said activities;
7. I will compensate any loss, damage, or cost Kate Enterprises, L.L.C. may incur if any litigation arises due to any claim made by myself, said minors, or by anyone on said minor's behalf;
8. In the event that said minor requires medical or surgical treatment while under the supervision of Kate Enterprises, L.L.C. personnel in connection with said activities, such supervisor may authorize treatment;
9. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment;
10. Activities are not child care as defined by the State of Michigan;
11. Kate Enterprises, L.L.C. is not responsible for unattended children on the premises before or after classes for which they are enrolled;
12. I expressly allow, and hereby waive any objection to, the Kate Enterprises, L.L.C. photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in Kate Enterprises, L.L.C. programs;
13. I understand and agree that all photographs and videotapes will remain the property of Kate Enterprises, L.L.C., and that the Kate Enterprises, L.L.C. may use such photographs or videotapes for archival and promotional purposes, including their use in Kate Enterprises, L.L.C. catalogs, brochures, other printed materials, and in Kate Enterprises, L.L.C. online web pages. Kate Enterprises, L.L.C. will take all necessary precautions to keep names and ages of participants confidential unless otherwise requested.

I certify that I have custody or am the legal guardian of said minors by court order, and that I and my minor children are physically able to participate in the described activities.

I have carefully read this Waiver of Liability, Medical Release, Photography/Videotape Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Kate Enterprises, L.L.C., and that I sign it of my own free will. Kate Enterprises, L.L.C. may accept future phone, mail, online, or in-person registrations under these provisions.

I also understand the Refund and Transfer of Class Terms and the potential consequences thereof, set forth by Kate Enterprises, L.L.C. and agree to such terms.

Student's Name (please print)

Student or Parent/Guardian's Signature

Date