

Membership # _____

READ CAREFULLY!

Membership Agreement and Waiver of Release and Liability

I understand that Kira's Oasis is a private club and that membership in the club is required to participate in any way, including but not limited to, as a student, teacher, audience member, guest, visitor or sponsor, in any activity including but not limited to, classes, Kira's Middle Eastern Dance Night, seminars, clinics, shows, meetings, facility rental, gatherings, and all other activities of any kind held associated in any way with Kira's Oasis at any location including the property located at 590 Congress Park, Dayton, Ohio, 45459. By executing this agreement, I immediately become a member of Kira's Oasis until such time that I resign my membership in writing, forwarding the resignation to JSL Management, LLC at the above address.

In consideration of my membership and/or permission to participate in classes and/or other activities and/or being present at the property located at 590 Congress Park, Centerville (Dayton), Ohio (the "Facility"), I and on behalf of myself, my heirs, representatives, executors, administrators and assigns (the "Participant") agree to and hereby do release the owners, officers, directors, agents, employees, contractors / sub-contractors, tenants, representatives, family members, trusts and assigns including but not limited to Jeffrey Scott LaFave, Lea-Ann Kira Sherwood-LaFave, Kira's Oasis, JSL Management, LLC and Summit Solutions/Qwest, Inc. (the "Facility Managers") from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence, which the Participant may now have or have in the future against the Facility Managers on account of personal injury, property damage or loss, death or accident of any kind, or any other loss, claim or demand arising out of or in any way related to my presence at the Facility for any purpose and at any time, whether supervised or unsupervised, however the injury or damage is caused, but not limited to the negligence of the Facility Managers. Negligence includes, but is not limited to (a) failing to do something that a reasonable person would have done to prevent a foreseeable injury or damage; and (b) doing something that a reasonable person would not have done because of the risk of causing a foreseeable injury or damage.

In consideration of my membership and/or participation in classes and/or other activities at the Facility, the Participant agrees not to sue or seek other legal and/or non-legal remedies and agree to indemnify and hold harmless the Facility Managers from any and all causes of action, claims, demands, losses or costs of any nature whatever arising in any way of their participation in classes, events and/or other activities and/or their presence at the Facility.

The Participant hereby certifies that it has full knowledge of the nature and extent of the risks inherent in the participation in classes and/or other activities as well as the simple presence at the Facility, that the Participant further understands the Facility is currently and may be in the future be in the process of being remodeled or repaired and as such presents additional obstacles, dangers and situations not normally present in a facility, that the facility may or may not be in compliance with federal, state or local ordinances and laws including but not limited to building, fire or other ordinances or laws, and that the Participant is voluntarily assuming any and all risks, known and unknown associated with the Facility Manager, the Facility and the Participants presence at the Facility. The Participant understands that it is solely responsible for any loss or damage including death and serious injury, which may result while participating and/or being present at the Facility and that by signing this agreement the Participant is relieving the Facility and Facility Managers of any and all liability for such loss, damage, death, injury or claim.

The Participant further certifies that they are in good health and that they have no physical limitations that would preclude their safe participation in classes or other activities conducted at the Facility.

The Participant further certifies that they are of lawful age and otherwise legally competent to sign this agreement. The Participant understands that the terms of this agreement are legally binding and that by signing this agreement the Participant is waiving rights and remedies that they otherwise might have. The Participant certifies that by signing this agreement, they have carefully read and understand the agreement and they are signing it on their own free will and accord.

The Participant agrees to all conditions set forth in this agreement and signifies the same with the following signature of the individual participating at the Facility. All areas must be completed fully and legibly

SIGNATURE of Participant

PRINTED Name of Participant

Street Address: _____

City: _____ State: _____ Zip: _____

**** Complete address of Participant is required – Please print legibly**

Signature of Parent / Guardian if under age 18

Today's Date

Please note – Name and Address information will only be used to verify Club Membership. It will not be used for any solicitation or communication purposes and will not be given to any other party for any reason.