

EXHIBIT B

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

Esprit de la Danse, its affiliated entities, agents, employees and contractors, will be referred to as ESPRIT DE LA DANSE.

ASSUMPTION OF RISK: I, _____, am not a minor and I understand that by being a participant in ESPRIT DE LA DANSE activities, that:

- A. I will have the opportunity to participate in various activities, including dance classes, pilates classes, workshops, rehearsals and recitals, held at / by ESPRIT DE LA DANSE. I will receive information and instruction about dance and other related activities. I understand that by participating in any of these activities, that I may be subjected to a variety of hazards and risks, foreseen or unforeseen, which may cause me to suffer property damage, injury or death ("DAMAGES"). I know that these DAMAGES can occur due to natural causes, the active or passive negligence of ESPRIT DE LA DANSE, or the negligent or intentional acts of third parties and/or fellow participants. I understand that I should therefore exercise extra care for my own person. I choose to participate in ESPRIT DE LA DANSE activities, agree to pay the required costs therefore, and voluntarily assume the risks of such DAMAGES occurring while I am participating in ESPRIT DE LA DANSE activities.
- B. ESPRIT DE LA DANSE may at times deliver participants to various third parties, who are not ESPRIT DE LA DANSE employees, who will conduct, supervise, guide or instruct participants in various activities. ESPRIT DE LA DANSE assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Participants concerns regarding the qualifications of any third parties conducting these activities should be directed to the third parties. Participant agrees to release, indemnify and hold harmless ESPRIT DE LA DANSE for liability for DAMAGES arising out of negligence of such third parties.
- C. I recognize that dance, pilates, and all related activities require intense physical exertion that may be strenuous and may cause physical injury and therefore involve unique risks of DAMAGES, and I am fully aware of the risks and hazards involved. I understand the nature of dance floors, mobile floor bars and other dance/pilates equipment, and the consequences of wearing ballet slippers, pointe shoes, tap shoes, jazz shoes, socks or bare feet and other related dance footwear, and I accept full responsibility for my own choice of footwear. I am satisfied with the condition of ESPRIT DE LA DANSE's facilities and hereby assume all the risks inherent in the activities there, and I voluntarily assume the risks of any and all DAMAGES I may incur at ESPRIT DE LA DANSE.

RELEASE AND WAIVER OF LIABILITY: In consideration of being accepted by ESPRIT DE LA DANSE to participate in any activity, I hereby agree to hold ESPRIT DE LA DANSE, its employees, agents, contractors or owners, harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my ESPRIT DE LA DANSE activity. The terms of this agreement shall also serve as release and assumption of risk from my heirs, executors and administrators for all members of my family. I further agree that this RELEASE and ASSUMPTION OF RISK AGREEMENT and WAIVER OF LIABILITY is intended to be as broad as permitted under California law, and that if any portion thereof is held invalid, it is agreed that all other portions shall continue in full legal force and effect.

I HAVE READ AND UNDERSTOOD THE ABOVE AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT. IF THE PARTICIPANT IS A MINOR, THIS DOCUMENT IS TO BE SIGNED BY THE MINOR'S LEGAL GUARDIAN. BY SIGNING BELOW THE MINOR'S LEGAL GUARDIAN INDICATES THAT HE OR SHE UNDERSTANDS THAT "I" ABOVE REFERS TO BOTH HIM OR HER AND THE MINOR (S).

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____