

Donahey's Liability Waiver and Acknowledgment of Risk:

AGREEING TO OUR TERMS AND CONDITIONS IN THIS DISCLAIMER IS MANDATORY PRIOR TO ATTEMPTING TO USE ANY OF THE ONLINE TUTORIALS SUPPLIED BY DONAHEY'S.

You **MUST** be based in the UK in order to participate in Donahey's Online Dance Lessons

Dancing is not without its risks, and this or any other dance tutorials may result in injury. They include but are not limited to: risk of injury, aggravation of a pre-existing condition, or adverse effect of over-exertion such as muscle strain, abnormal blood pressure, fainting, disorders of heartbeat, and very rare instances of heart attack.

You should be in good physical condition and be able to participate in the online dance lessons. Donahey's strongly recommends that you consult your physician/doctor before beginning any dance lesson programme.

You must ensure you and other participants are fit and well enough to participate, and you will at all times be responsible for your own state of health, physical condition and wellbeing.

If you and other participants have any pre-existing medical conditions or injuries that affect your ability to fully partake in regular exercise & fitness classes you must seek medical advice and approval before taking part in Donahey's Online Dance Lessons.

It is important that you listen to your own body, take the classes at your own pace and chose the lower impact moves if you find the higher impact moves too challenging. If your health changes whatsoever, please refrain from exercising until you have spoken with your doctor or health professional.

You accept all risks involved in all activities. You waive and release, now and forever, all claims and causes of action against Donahey's, its elected or appointed officers, agents, volunteers, employees, representatives, consultants, from any aggravation of a pre-existing medical condition or pre-existing injury that is aggravated in any way from the direct or indirect result of your participation in Donahey's Online Dance Lessons

As with any dance program, if at any point during the lessons you begin to feel faint, dizzy, or have physical discomfort, you should stop immediately and consult a physician.

Donahey's is not a licensed medical care provider and represents that it has no expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on a medical condition.

All participants should;

Ensure there is a minimum of 2mSq of floor space and a minimum 2 metre clearance from floor to ceiling per participant in the room upon which they are undertaking the dance class.

There is no glass, china or other breakable material that may lead to injury in the room in which they are undertaking the dance class for the duration of the lesson.

For any participants aged under 16, an appropriate adult (parent/carer aged 18+) must be present in the room at the same time.

If participants are unable to follow the instructor's instructions they should cease the class immediately.

There should be a maximum of two participants undertaking the dance class in the room at any one time (or two participants plus one supervising adult)

Suitable footwear with a non-slip sole MUST be worn at all times whilst taking part in the lessons. Strictly no overly high, thin or pencil stiletto heels, flip-flops, wedges or sandals should be worn and no bare- feet, socks or tights.

Trousers, skirts and dresses should be of the correct length at ALL times to avoid tripping.

We do not recommend exercising if you have had a heavy meal within the last two hours, or if you are on any painkillers as this will mask any pain.

Although some dances can be danced during pregnancy, these lessons have not been designed with pregnancy in mind. If you are pregnant you should seek the expert opinion of your doctor on the suitability of these lessons before attempting them.

These lessons are intended for your personal home use. The definition of home use excludes the use of these lessons in establishments such as schools, clubs, hotels etc.

The sharing of your login, downloading or copying of this material or part thereof is strictly prohibited. Any unauthorised streaming, copying, downloading, exhibiting, lending or public performance of Donahey's online lessons or part thereof is strictly prohibited and any such action establishes liability for civil action and may give rise to criminal proceedings .

I understand and agree that in participating in Donahey's online dance lessons there is a possibility of physical injury or death. I voluntarily agree, therefore, to assume all risks and responsibility for any such injury or accident, which might occur during any of Donahey's online dance lessons.

I also exempt, release, and indemnify Donahey's, its owners, assistants, employees and guest artists from any and all liability claims, demands, or causes of action whatsoever from any damage, loss, injury, or death to me, my children, or property which may arise out of or in connection with participation in any classes or activities conducted by Donahey's.

In consideration of participating in the online dance lessons, I further hereby voluntarily agree to waive my rights and that of my heirs and assigns to indemnify and hold harmless Donahey's and its owners, assistants, employees, guest artists, and their respective successors and assigns, against any loss, liability, damage, cause of action, cost, or expense of any nature whatsoever, including without limitation reasonable solicitors fees and other legal costs. Donahey's disclaims any liability from and in connection with the dance lessons on this website.

I understand that I should be aware of my physical limitations and agree not to exceed them.

By using the information contained within this website and/or checking the checkbox in the checkout shopping form, I confirm that I have read, understood and agree to be bound by the above statement.

This agreement is governed by the laws of England and Wales and you agree to the exclusive jurisdiction of the Courts of England and Wales. You may however choose the jurisdiction of Scotland or Northern Ireland if you live there and wish to do so; c) If any part of our agreement is deemed void by law, the remainder will, if capable, continue in full force and effect.