



### Release and Waiver of Liability and Indemnity Agreement

In consideration of being permitted to participate in any way in the dance program indicated below and/or being permitted to enter for any purpose any restricted area, the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s). will instruct the minor participant that prior to participating the below dance activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that if at any time, I feel anything to be unsafe, I will immediately take all precautions to avoid the unsafe area and refuse to participate further.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in dance events and activities which could result in bodily injury partial and/or total disability, paralysis and death
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the releases named below.
  - d. There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the releases named below.
4. I/We hereby release, waive, discharge and covenant not to sue the dance facility used by the participant, including its owners, managers, promoters, lessees or premises used to conduct the dance event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions or instructors to engage in risk evaluation or loss control activities regarding the dance facility or events held at such facility and each of them, their directors, officers, agents, employees all for the purposes herein referred to as "release" ...from all liability to the undersigned, my/our personal representatives assigns, executors , heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury including but not limited to the death of the participant or damage to property, arising out of our relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.
5. I/We hereby acknowledge that the activities of the event(s) are dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by neglect rescue operations or procedures of the releases.
6. Each of the undersigned further expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as it is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this waiver and release. If, despite the release, the participant makes a claim against any of the releases, the parent(s) and/or legal guardian(s) will reimburse the release for any money which they have paid to the participant, or on his behalf, and hold them harmless.
8. I/We hereby allow the participant to conduct a dance class within the dance facility, at my own risk. To my knowledge, the participant is illness free, and not exhibiting any symptoms related to influenza or the Covid – 19 Virus. It is the responsibility of the parent(s)/legal guardian(s) to keep participants home if they are showing any signs of illness. At no time are the parents/legal guardians of the participant to be congregating within the dance facility. I/we understand instruction in the dance facility is optional. In studio attendance is not mandatory and virtual learning is available to all participants.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dance School: DANCE XPLOSION

Parent or Guardian Signature: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_