

INSTRUCTIONS

This waiver consists of three (3) pages including this instruction page. Please review each page carefully and initial each page before signing in the appropriate spaces. Please check with an instructor or staff member if you have any questions. Please note that no employee, staff member or instructor of vDanse Academy is qualified or permitted to provide legal advice of any kind.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (THE "AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the dance instruction activities, all as further described below (the "Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that (a) I understand the nature of the Activity, (b) that I am qualified, in good health, and in appropriate physical condition to participate in the Activity, which shall consist of training in the physical activity of dance including, but not limited to, warm-up activities, dance activities and warm-down activities. I further agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully understand that: (a) the Activity involves risks and danger of serious bodily injury including permanent disability, paralysis, and death (collectively, the "Risks"); (b) such Risks may be caused by my own action or inaction, the actions or inaction of others participating in the Activity, the conditions under which the Activity is conducted, or the negligence of the Releasees (as defined below); (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS V DANSE ACADEMY, ITS ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, AND EMPLOYEES (COLLECTIVELY, THE "RELEASEES"), FROM AND AGAINST ALL ACTIONS, CLAIMS, COSTS (INCLUDING WITHOUT LIMITATION, COSTS OF INVESTIGATION, LITIGATION, AND COURT COSTS), DAMAGES, DEMANDS, FINES, INTEREST, JUDGMENTS, LIABILITIES, LOSSES, PENALTIES, PROCEEDINGS, SUITS (INCLUDING APPEAL), AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS") ARISING OUT OF, OR RELATED TO THE ACTIVITY. **THE OBLIGATIONS TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS AND THE COVENANT NOT TO SUE CONTAINED IN THIS SECTION 3 SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES OF THIRD PARTIES, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO ANY OF THE RELEASEES.**
4. I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

[REMAINDER OF PAGE IS BLANK]

Initial: _____

Printed Name of Participant: _____

Address: _____ (Street) (City) (State)(Zip)

Phone: _____

Participant's Signature and Date (only if age 18 or over):

PARENTAL CONSENT AND RELEASE

I, the minor's parent and/or legal guardian, understand the nature of the Activity and the minor's experience and capabilities and believe the minor to be in qualified, in good health, and proper physical condition to participate in such Activity. I have read and understand the Agreement and hereby consent to the minor's participation in the activity and I, on behalf of myself and the minor, HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES, FROM AND AGAINST ALL CLAIMS ARISING OUT OF, OR RELATED TO THE ACTIVITY. **THE OBLIGATIONS TO RELEASE, DISCHARGE, INDEMNIFY, DEFEND AND HOLD HARMLESS AND THE COVENANT NOT TO SUE CONTAINED HEREIN SHALL APPLY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, CONTRACTUAL LIABILITIES OF THIRD PARTIES, OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO ANY OF THE RELEASEES.**

Printed Name of Parent/Guardian: _____

Address: _____(Street) (City) (State)(Zip)

Phone: _____

Parent/Guardian Signature and Date (only if participant is under the age of 18):
