

## ***Focus Dance Studio***

### **RELEASE AND WAIVER OR 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 (herein defined as any area where in admittance to the general public is prohibited), 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 in 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 agree 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, or death.
  - b. The social and economic losses and/or damage, 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 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 participant, including its owners, managers, promoters, lessees or premises used to conduct the dance event or program, premises and even inspectors, underwriters, consultants and others who give recommendations, directions or instructions 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 PARTICIPANT OR DAMAGE TO THE PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN THE WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASE OR OTHERWISE.
5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENTS(S) ARE VERY 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 NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as 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 this release, the participant makes a claim against h of the Releases, the parent(s) and/or legal guardian(s) will reimburse the Release for any money which they have paid to be a participant, or on his/her behalf, and hold them harmless.

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

Dance School: Focus Studio 239 sw 6th Street Redmond, OR 97756

Parent or Guardian of Participant(s) Signature (if minor):

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Date:

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Printed Name of Participant:

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Address of Participant:

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