

## **LIABILITY WAIVER AND RELEASE FORM for White Bluff Ballet & More**

In consideration of my enrollment or involvement in the dance/gymnastics instruction program offered by White Bluff Ballet & More I understand and agree on behalf of myself, my child, my next of kin, heirs and representatives, to release, hold harmless, and discharge White Bluff Ballet & More (or WBB) and the owners, employees, officers, directors, volunteers, agents, and any lessor of the instruction's or activity's premises (collectively "Instructor(s)" or "WBB") from all claims, costs, liabilities, responsibilities, expenses or judgments, including attorneys' fees and court costs for any occurrences in connection with any dance instruction, gymnastics, camps, private lessons or associated activity (including, but not limited to, demonstrations and performances). I assume all risks in connection with this instruction and/or activities and further release the Instructor(s)/WBB from liability for any and all claims, including claims of the Instructor's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, pandemics, accidents, natural disasters, acts of God, damages, or economic or emotional loss I may suffer because of my participation in this instruction/activity, including travel to, from and during the instruction/activity. X\_\_\_\_\_

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. X\_\_\_\_\_

I acknowledge that I understand the nature of the activities that I will be participating in and that I am in the proper physical condition and capable of participating in the related activities, understanding that the Instructor is not in any way responsible for making such a determination. X\_\_\_\_\_

I understand that the Instructor/Instructors are not responsible for myself, my child/children or other children under my supervision, or my associates who are left unsupervised in the common areas and areas surrounding the dance studio and that the Instructor will only be supervising myself or my child/children when he or she is participating in scheduled dance activities, programs, or instruction. X\_\_\_\_\_

I understand that the Instructor/WBB is not responsible for personal property that is lost, damaged or stolen while I or my child/children or my associates is/are at or on the Instructor's property. X\_\_\_\_\_

I acknowledge and agree that it is my responsibility to maintain my own accident and health insurance coverage that provides adequate coverage for myself and my child/children participating in dance/gymnastics instruction and/or activities and that the Instructor does not provide accident or health insurance for those participating in its instruction, activities or programs. X\_\_\_\_\_

I authorize and agree that the Instructor may take and use photographs, videos or likenesses of myself or my child/children as needed for its record-keeping, advertising and/or public relations projects and that I have no rights to the same and will not be compensated for the same. X\_\_\_\_\_

I understand that the accepted practice and methodology of dance/gymnastics instruction entails “hands on” and other forms of physical contact with the Instructor and other students, and that this is necessary for a student to learn at an appropriate pace. I understand that if there is currently, or ever would be, any reason why I or my child should not be touched, or should only be touched in a specific way, that it is my responsibility to inform the Instructor as to what is acceptable, and to discuss any related physical or psychological issues with the Instructor. X\_\_\_\_\_

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this waiver, release and registration form from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I understand that this waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. X\_\_\_\_\_

I CERTIFY THAT I HAVE READ THIS TWO PAGE DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. X\_\_\_\_\_

PARENT / GUARDIAN WAIVER FOR MINORS (Only if student is under 18 years old)  
The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor, the parents, of the legal guardian.

Student’s Name (print) \_\_\_\_\_

Student’s Signature (If under 18 yrs old, Parent or Guardian must sign)

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Date Signed \_\_\_\_\_