

**MIDWEST PERFORMANCE ACADEMY RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration of participating in *Midwest Performance Academy’s* activities and training programs, I represent that I understand the nature of these activities and training programs and that I am qualified, in good health, and in proper physical condition to participate in such activities and training programs. I acknowledge that if I believe that conditions are unsafe, or I am unable to continue any activity, in whole or in part, I will immediately discontinue participation in the activities and training programs.

I fully understand that these activities and training programs involve risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the activities and training programs, the conditions in which the activities and training programs take place, or the negligence of the “releasees” named below; and that there may be other risks 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, cost, and damages I incur as a result of my participation in the activities and training programs.

I hereby release the *Midwest Performance Academy*, its respective administrators, members, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I hereby authorize *Midwest Performance Academy*, its affiliates, licensees, and legal representatives to publish and copyright all photographs and/or video clips taken during *Midwest Performance Academy’s* activities and training programs in their internet website, newsletters, advertising, posters, displays, slide shows, videos, catalogs, and like publications, literature, or materials without limitations or reservations. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection with it. I release *Midwest Performance Academy*, its affiliates, licensees, and legal representatives from liability or any violation of personal or property rights I have in connection with the reproduction of the photographs and/or video clips taken of me.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it and have signed it freely and without any 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 portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARENTAL CONSENT**

For any participant who is not yet 18 years old:

As legal parent and/or guardian of this minor participant, I understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

I hereby authorize *Midwest Performance Academy*, its affiliates, licensees, and legal representatives to publish and copyright all photographs and/or video clips taken of the above listed participant during *Midwest Performance Academy's* activities and training programs in their internet website, newsletters, advertising, posters, displays, slide shows, videos, catalogs, and like publications, literature, or materials without limitations or reservations. I waive any right to inspect or approve the finished product, including written copy, which may be created in connection with it. I release *Midwest Performance Academy*, its affiliates, licensees, and legal representatives from liability or any violation of personal or property rights I have in connection with the reproduction of the photographs and/or video clips taken of my child.

Printed Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Printed Name of Child to which you are a Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_