WAIVER AND RELEASE OF LIABILITY CUMBERLAND DANCE COMPANY

PARTICIPANT(S) / FAMILY MEMBER(S) COVERED BY THIS WAIVER

I understand and agree that by signing this Waiver and Release of Liability, I am signing on behalf of myself and all minor children, dancers, and/or family members listed below for whom I am the parent, legal guardian, or otherwise legally authorized to sign. All individuals listed below shall collectively be referred to as the "Participant(s)."

Participant/Family Member(s): _____

In consideration of the risk of injury while participating in Cumberland Dance Company's dance lessons, rehearsals, performances, recitals, competitions, camps, workshops, events, and other related activities (collectively, the "Activity"), and as consideration for the right of the Participant(s) to participate in the Activity, I hereby, for myself and on behalf of the Participant(s) listed above for whom I am legally authorized to sign, our heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter this Waiver and Release of Liability.

I hereby waive, to the fullest extent permitted by law, all rights, claims, or causes of action arising out of participation in the Activity and release and forever discharge Cumberland Dance Company, located at 1 John C. Dean Memorial Blvd., Cumberland, RI 02864, and its owners, affiliates, managers, members, agents, attorneys, staff, instructors, choreographers, volunteers, representatives, predecessors, successors, and assigns from claims arising from physical or psychological injury, including but not limited to illness, paralysis, death, property damage, economic loss, or emotional loss that may result from participation in the Activity, including participation in Cumberland Dance Company-related events and activities occurring at other locations.

THE PARTICIPANT(S) LISTED ABOVE ARE VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND ARE PARTICIPATING ENTIRELY AT THEIR OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN AND SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, PROPERTY DAMAGE, AND DEATH.

I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM THE ACTIONS OR NEGLIGENCE OF THE PARTICIPANT(S), THE ACTIONS OR NEGLIGENCE OF OTHERS, THE CONDITION OF EQUIPMENT OR FACILITIES, OR OTHER CONDITIONS RELATED TO THE ACTIVITY. NONETHELESS, I KNOWINGLY AND VOLUNTARILY ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH PARTICIPATION IN THIS ACTIVITY.

To the fullest extent permitted by applicable law, I agree to indemnify and hold harmless Cumberland Dance Company against claims, suits, or actions for liability, damages, compensation, or otherwise brought by me or on behalf of the Participant(s) covered by this Waiver, including reasonable attorney's fees and related costs where legally recoverable.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR SERIOUS INJURY, PERMANENT DISABILITY, OR DEATH.

Risks may include, but are not limited to, those caused by flooring or terrain, facilities, temperature, weather, lack of hydration, physical condition of participants, equipment, vehicular traffic, and the actions of others, including participants, volunteers, spectators, instructors, coaches, choreographers, or other individuals.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THIS DOCUMENT CONTAINS AN ASSUMPTION OF RISK AND RELEASE OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CUMBERLAND DANCE COMPANY AND ITS OWNERS, AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, INSTRUCTORS, CHOREOGRAPHERS, VOLUNTEERS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS FROM CLAIMS OR CAUSES OF ACTION COVERED BY THIS WAIVER.

To the extent that applicable statute or case law does not prohibit releases for negligence, this release is also intended to include claims arising from the ordinary negligence of Cumberland Dance Company, its agents, employees, staff, and representatives. Nothing in this Waiver is intended to release any claim or liability that cannot legally be waived or released under applicable law.

If I or a Participant for whom I am responsible requires medical care or treatment, I agree to be financially responsible for costs incurred because of such treatment to the extent those costs are my legal responsibility. I understand that participants should maintain appropriate health insurance coverage.

If damage to equipment, property, or facilities occurs because of the willful, reckless, or negligent actions of a Participant for whom I am legally responsible, or by me. I acknowledge and agree that I may be held financially responsible for costs associated with such damage to the extent permitted by law.

By signing below, I certify that I have read and understand this Waiver and Release of Liability, that I am signing it voluntarily, and that I am the parent, legal guardian, or otherwise legally authorized person for any minor Participant(s) for whom I am signing.

PARTICIPANT(S) COVERED BY THIS WAIVER

Participant(s) Name(s) Printed: _____

Printed Name of Responsible Adult/Parent/Guardian: _____

Signature of Responsible Adult/Parent/Guardian: _____

Date: _____