



# The Vault Dance Company Liability and Release Waiver

Dancers Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Date of Birth \_\_\_\_\_

**Waiver and Release of Liability.** Please read carefully waiver must be signed before participating in any classes at the Vault Dance Company 550 Valdry Ct Unit A-1

I understand that there are risks of physical injury associated with, arising out of and inherent to the activity of dance. In recognition of this acknowledged risk of injury, I knowingly and voluntarily waive all right and/ or causes of action of any kind, including any and all claims of negligence arising as a result of such activity from which liability could accrue to The Vault Dance Company, its officer, agents, sub contractor, agents, building owners employees, instructors, subsidiaries, parent corporations and all affiliated entities (hereinafter collectively referred to as "The Vault Dance Company").

I hereby agree to release Cruz Conde, Jamie Carr, The Vault dance company, and hold harmless the vault dance company of all liability and hereby acknowledge that I knowingly and voluntarily assume full responsibility for all risks of physical injury arising out of active participation in dance on behalf of the participant. I also agree that this form covers any participant with the vault dance company in any performances, voluntary or paid at the vault dance company, or off premises. I am aware that this is a release of liability and an acknowledgment of my voluntary and knowing assumption of the risk of injury. I have signed this document voluntarily and of my own free will in exchange for the privilege of participation. If I am a minor, my parent and/or legal guardian has also signed this document releasing the vault dance company from any and all such liability described above and has acknowledged that I am knowingly and voluntarily assuming all risks of injury inherent to this activity. That participant has my permission to participate in the vault dance company. I warrant the below information is complete and correct. I further release the vault dance company all liabilities associated with my Childs attendance at the vault dance company, or when performing for the vault dance company and a function.

**Sign** \_\_\_\_\_ **Date** \_\_\_\_\_

Signature of student/ or parent guardians signature for a minor

\_\_\_\_\_

Participants name

\_\_\_\_\_

**COVID 19 Section**

1. I agree that I am personally responsible for my safety and actions while using the Vault Dance Company (TVDC). I agree to comply with all TVDC policies and rules, including but not limited to all TVDC policies, guidelines, signage, and instructions. Because TVDC is open for use by other Members, I recognize that I or My Dancer is at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the vault dance company at 550 Valdry court unit a-1, Cruz Conde, Nicole Conde, Jamie Carr and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my dancer related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using TVDC, or otherwise, while participating in any activity while in, on, or around the vault dance company and/or while using any TVDC facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the vault dance company facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the vault dance company to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of California lists further COVID-19 related mandates.

**Sign** \_\_\_\_\_ **Date** \_\_\_\_\_

Participants name and Signature of student/ or parent guardians signature for a minor

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