

## McTEGGART IRISH DANCERS OF NORTH TEXAS RELEASE, INDEMNIFICATION, & WAIVER OF LIABILITY

1. **INTRODUCTION.** McTeggart Irish Dancers of North Texas (“McTeggart IDNT”) is a 501(c)(3) non-profit organization recognized by the U.S. Internal Revenue Service. McTeggart IDNT annually hosts two dance competitions in the North Texas area commonly known as the Texas State Championships & Feis and Cowtown Feis [hereinafter the “Activity”]. This agreement covers both McTeggart IDNT as well as the venue hosting the Activity, the DFW Sheraton Airport Hotel.
2. **EXCULPATORY CLAUSE.** In consideration for receiving permission to participate in the Activity, I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes McTeggart IDNT, its Board Officers, members, agents, volunteers, instructors, and/or employees as well as those of the DFW Sheraton Airport Hotel [hereinafter **RELEASEES**] from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, that may be sustained while participating in such Activity, while traveling to and from the Activity, or while on the premises owned or leased by **RELEASEES**, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of **RELEASEES**. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
3. **INDEMNITY CLAUSE.** I am fully aware that there are inherent risks to myself and others involved with this Activity, including but not limited to specific risks/hazards involved in dance competitions, performances, and practices. I choose to voluntarily participate in Activity with full knowledge that it may be hazardous to me and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. I agree to indemnify and hold harmless **RELEASEES** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney’s fees and expenses, which may occur to myself, other participants, and third-persons as a result of my participation in said Activity, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of **RELEASEES**.
4. **COMMUNICABLE DISEASES AND ILLNESSES.** I understand and agree that if I or a member of my household exhibits a sign or symptom indicating the possibility of a communicable disease or related illness (including, but not limited to coronavirus, COVID-19, or influenza) or within the past fourteen (14) days have displayed, been exposed to, or provided care to another person exhibiting symptoms consistent with COVID-19, I will **STOP** attending **ALL** Activities and immediately notify the McTeggart IDNT. I will not return to the Activity or participate in the Activity until a physician deems me **HEALTHY** and non-contagious, and medically clears me in writing to return to the Activity. I will provide a copy of that written clearance to McTeggart IDNT before attempting to resume participation in the Activity.

### Assumption of the Risk and Waiver of Liability Relating the Coronavirus/Covid-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

McTeggart IDNT has put in place preventative measures to reduce the spread of COVID-19; however, it cannot guarantee that you or members of your household will not become infected with COVID-19. Further, attending the Activity could increase the risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure to or infection by COVID-19 by entering the facilities of the Activity and/or participating in the Activity. Such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

I understand that the risk of exposure to or infection by COVID-19 at the Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Activity employees, volunteers, participants/competitors and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness and related injury to myself or a member of my household (including, but not limited to, personal injury, disability, or death), damage, loss, claim, liability, or expense, of any kind, that may be experienced or incurred in connection with attendance at the Activity by me or a member of my household.

I HEREBY INCLUDE WITHIN THE SCOPE OF THIS RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY ANY CLAIM SPECIFICALLY ARISING FROM COVID-19 OR ANY COMMUNICABLE DISEASE. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE ACADEMY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER AN INFECTION OR RELATED ILLNESS OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY ACADEMY ACTIVITY.

5. **RISK MITIGATION.** The likelihood of such hazards may be lessened by my adhering to these safety rules or procedures: Ensure that you are comfortable with your dance choreography and that you are aware of the dangers associated with certain dance maneuvers and positions. Be aware of your individual limitations, whether they are physical, mental, or emotional, and do

not push yourself beyond what you believe to be a limitation. It is strongly recommended that participants seek the consultation of a doctor on any question in this regard. Promptly notifying Activity volunteers of McTeggart IDNT of any dangerous or potentially dangerous condition of which you become aware of during the Activity.

6. **INSURANCE.** I understand that RELEASEES may or may not maintain adequate insurance policy(ies) covering any circumstance arising from my participation in this Activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. McTeggart IDNT may not carry general liability insurance covering all possible claims arising from this Activity so it seeks a waiver of claims as additional consideration so that McTeggart IDNT can provide the Activity at the lowest possible cost to the greatest number of participants by expending limited resources on the Activity and its materials, rather than on liability insurance.
7. **BINDS HEIRS.** It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased.
8. **GOVERNING LAW AND VENUE.** This agreement will be governed by and interpreted in accordance with the laws of the State of Texas. I agree any action arising out of this agreement must be brought exclusively in a State court of competent jurisdiction in Tarrant County, Texas, unless removed to federal court.
9. **SEVERABILITY.** If any provision or portion of this agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
10. **ENTIRE AGREEMENT.** This agreement is the entire agreement between the parties as to waiving liability claims against the names parties herein and supersedes any prior agreement or communication between the parties, whether written, oral, electronic, or otherwise.
11. **MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER.** I understand RELEASEES cannot be expected to anticipate and control all the risks associated with the Activity and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at a medical facility, during my participation in this Activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me, even if an RELEASEE has signed hospital documentation promising to pay for the treatment due to my inability or unavailability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.
12. **VOLUNTARY SIGNATURE.** In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; organization has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity. I further understand this is a voluntary; it is not required of me. While I understand alternative activities are available to me that do not have the risks associated with this Activity I still desire to voluntarily engage in this Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. PRIOR TO SIGNING THIS DOCUMENT I HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY. I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO EXECUTE THIS AGREEMENT AND DO SO VOLUNTARILY AND FOR ADEQUATE CONSIDERATION AND INTENDING TO BE FULLY BOUND HERETO.

NAME OF DANCER: \_\_\_\_\_

NAME OF PARENT/GUARDIAN (if applicable): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(dancer if 18 yo or parent/guardian)

TODAY'S DATE: \_\_\_\_\_