

THIS IS A LEGALLY BINDING CONTRACT.

Date _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being given the opportunity to participate in dance related activities (hereinafter the “Activity”), during the policy term, I, for myself, my personal representatives, assigns, heirs and next of kin:

_____ ACKNOWLEDGE, agree and represent that I understand the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity and there are no limitations that will affect my ability to safely participate in the Activity or program offered by Elevate Innovations, LLC.

_____ **FULLY UNDERSTAND** that: (a) the **ACTIVITY INVOLVES RISKS AND DANGERS** of serious bodily injury, including permanent disability, partial and/or total paralysis and death (hereinafter the “Risks”); (b) these Risks and dangers may be caused by my own actions, or inactions, the action or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below, the negligence of others, breaches of contract or through a non-negligent accident; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and **I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES AND APPRECIATE THE DANGER AND RISKS INVOLVED** therein with my participation in the Activity.

_____ **AGREE AND WARRANT** that I will examine and inspect each Activity in which I take part as a participant, and that, if I observe any condition that I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction. I certify that I have read and understand the rules set out by Releasee, and I agree to abide by these rules and any future rules, and if staff makes a specific request of me, I agree to comply.

_____ **HEREBY RELEASE**, discharge and covenant not to sue Elevate Innovations, LLC, the administrators, contractors, directors, agents, officers, volunteers and employees, other participating organizers, any sponsors, advertisers, heirs, assigns, and if applicable, owners and lessors of premises where such Activity takes place (hereinafter the “Premises”) (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 Releasee or otherwise from my use or presence at the Premises owned or leased by Releasee or my participating in the Activity; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, 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 litigation expenses, attorney fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.

_____ I have read this agreement, fully understand the terms, 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. I am at least 18 years of age and otherwise legally competent to sign this Agreement.

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____ Phone: _____ DOB: _____

Address: _____

City: _____ State: _____ Zip Code: _____

PARENTAL CONSENT (If participant is under the age of 18)

AND I, the minor's parent and/or legal guardian, understand the nature of the Activity 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 be caused in whole or part by the negligence of the Releasees or otherwise, and further agree that if, despite the release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS** each of the Releasees from any litigation expense, attorney fees, loss liability, damage, or cost any may incur as a result of any such claim, to the fullest extent permitted by law.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

**THE TERM OF THIS AGREEMENT IS ONE YEAR FROM THE ABOVE-
STATED DATE.**