

Release form for Differential Logic LLC

IT IS STRONGLY RECOMMENDED THAT YOU CLEAR YOUR PARTICIPATION IN ANY DANCE PROGRAM WITH YOUR PHYSICIAN. THE PROTOCOLS OF THIS PROGRAM WILL INVOLVE THE PARTICIPANT IN RELATIVELY HIGH-RISK ACTIVITIES INHERENT TO DANCE AND IT IS IMPORTANT YOU UNDERSTAND THE FOLLOWING:

I choose to participate in classes, performances, workshops, and other activities at and provided by Differential Logic LLC (collectively referred to in this document as "DL"). For the sake of clarity, Differential Logic LLC is the legal business entity but is sometimes referred to as Creative Dance Academy of which there is no legal representation. As the participant, I choose to participate of my own free will and certify that I am in proper physical condition to take part in such activities provided by DL.

Dance Movement Risk

_____[initial] I am fully aware these dance lessons are of a nature and kind that can be strenuous. I recognize and understand these dance lessons are not without varying degrees of risk, which may include, but are not limited to the following: Injury to the musculoskeletal and/or cardio respiratory systems, which can result in serious injury or death, injury or death due to negligence on the part of my child/self, my instructor, or other people around me, injury or death due to improper use or failure of dance equipment, chemical imbalance or injury or death due to a medical condition, falling, slipping, tripping, jumping, illness or any other risks associated with dance and dance activities whether known or unknown by me. I willingly assume full responsibility for any and all risks that I am exposing my child to as a result of participation in these dance lessons and accept full responsibility for any injury or death that may result from participation. I recognize and fully understand that the above list is not a complete or exhaustive list of all possible risks; the list only provides examples of types of risks that I am assuming.

Medical

_____[initial] I hereby certify that I know of no medical problems that would increase my risk of illness and injury as a result of participation in a dance program offered by DL. I understand there exists the possibility of adverse physical changes during dance activity. I fully understand that these changes could include abnormal blood pressure, fainting, disorder of heart rhythm, stroke, and in very rare instances, heart attack, or even death by falling. I understand that certain prescribed medications may exacerbate these physiological changes and create an even greater risk of physical damage or death. With my full understanding of the above information, I agree to assume any and all risks associated with my child's/my participation in these dance lessons.

Photographs/Video

_____[initial] I hereby authorize Stephanie Miess and DL to use, reproduce, and/or publish photographs and/or video that may pertain to me/child– including their/my image, likeness and/or voice without compensation. I understand that this material may be used in various publications, public affairs releases, recruitment materials, or for other related endeavors. The material may also appear on a web page and/or Facebook or other social web pages. This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, DL may publish materials, use my child's name, photograph, and/or make reference to me in any manner deemed appropriate in order to promote/publicize opportunities. If I do NOT consent to being photographed or video-recorded, I will make sure the director is aware of my concerns and the reasons for them, I will be proactive about avoiding being photographed or recorded, and I will hold DL harmless if a photo or video recording of me is released despite all precautions. I understand that this choice may limit my participation in performances that are routinely photographed and/or videotaped.

Waiver/Release

_____[initial] In full consideration of the above mentioned risks and hazards and in full consideration of the fact that I am willingly and voluntarily participating in the activities made available by DL, and with my full understanding of all of the above, I hereby waive, release, remise and discharge DL and its agents, officers, principals, owners, property owners and employees and volunteers, of any and all liability, claims, demands, action or rights of actions, or damages of any kind related to, arising from, or in any way connected with, my participation in the dance lessons. This agreement shall be binding upon me, my successors, representatives, heirs, executors, assigns, or transferees. If any portion of this agreement is held invalid, I agree that the remainder of the agreement shall remain in full legal force and effect. If I am signing on behalf of a minor child, I also give permission to administer the necessary first aid, and in case of serious illness or injury, I give permission to call for medical and or surgical care for the child and to transport the child to medical facility deemed necessary for the well-being of the child.

Indemnification

_____[initial] Indemnification: I recognize there is risk involved in the types of activities offered. Therefore, I accept financial responsibility for any injury that I or the participant may cause either to him/herself or to any other participant due to his/her negligence. Should the above mentioned parties, or anyone acting on their behalf, be required to incur attorney's fees costs to enforce this agreement, I agree to reimburse them for such fees and costs. I further agree to indemnify and hold harmless "DL", its principals, agents, employees, volunteers as well as the facility used by the participant, including its owners, managers, promoters, and lessees of premises from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in activities offered by "DL".

Physical Contact

_____[initial] I understand that there will be inherent touching associated with the various holds used to teach a student. I give permission for the instructors to use these holds and any other hold that she deems necessary to teach my child/me to dance. Dance education sometimes requires hands-on instruction as well as verbal instruction. Instructors may correct dancers by touching their arms, legs, feet, hips, back and head to move them in the correct position. I acknowledge that this is a common standard in dance instruction and understand that it is my responsibility to communicate clearly with my teacher and/or the director if any form of touch is unacceptable to me.

I have fully read and fully understand the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by signing this form I am waiving valuable legal rights.

Name: _____ Signature: _____ Date: _____

Name and signature of parent/legal guardian if under 18: _____