

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

DANCE BY DESIGN ACADEMY LLC

BETWEEN:

STUDENTS NAME: _____ AGE _____

(the "Participant")

AND

PARENT/GUARDIAN: _____ RELATION _____

(the "Participant's parent/guardian if the Participant is under the age of 18")

AND

Dance by Design Academy LLC of 10510 Route 549, Millerton, PA, 16936

(the "Activity Provider" - Owner: Alexis Johnston)

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

Being of lawful age and in consideration of being permitted to participate in the activity described below, the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, releases and forever discharges the Activity Provider, the Activity Provider's facility, staff, spouse, heirs, executors, administrators, legal representatives and assigns from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.

The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, understands that the Participant would not be permitted to participate in the activity described below unless the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, signed this Agreement.

Details of Activity

The Participant will participate in the following activity: dance classes in which dance technique and exercises will be taught by the Activity Provider and executed by the Participant, dance rehearsals and performances in which Participants will rehearse and perform the dance technique that they have learned in dance class, special dance events/workshops in which dance technique will be taught by the Activity Provider and executed by the Participant, or any other activity at and/or affiliated with the Activity Provider, Dance by Design Academy LLC. The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, understands that by engaging in the above listed activities presents risk for personal injury and/or property damage/loss. Injuries that could result, but are not limited to, include foot, ankle, leg, and hip injuries, muscle sprains and strains, back, neck, and head injuries, death, emotional distress, damage to oneself, damage to property, or damage to third parties. Given the potential risk that is described above, the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, understands that all participation is completely voluntary and upholds a right to decline participation in any Dance by Design Academy, LLC activity due to knowledge of such risk.

Concurrent Release

The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, understands that they are responsible to be aware of any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Participant from participating in the above mentioned activity. Given this understanding of personal responsibility, the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, agrees to decline participation in any of the above mentioned activities, if it could pose a threat to the overall safety of the Participant.

Full and Final Settlement

The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, hereby acknowledges and agrees that the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, has carefully read this Agreement, understands the terms, and that the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, is freely and voluntarily executing the terms of the agreement. The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, understands that by signing this Agreement, the Participant, or the Participant's parent/guardian if the Participant is under the age of 18, agrees to be forever prevented from suing or

otherwise claiming against the Activity Provider for any property loss or personal injury that the Participant may sustain while participating in or preparing for the above noted activity. The Participant, or the Participant's parent/guardian if the Participant is under the age of 18, has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital. This Agreement is valid and considered in effect upon the Participant's participation in any Dance by Design Academy, LLC activity mentioned above.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Emergency Contact

Participant

Emergency contact name: _____

Emergency contact phone number: _____

STUDENTS SIGNATURE: _____ DATE: _____

(the "Participant" (sign if the Participant is age 18 or older"))

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

(the "Participant's parent/guardian (sign if the Participant is under the age of 18")

ACTIVITY PROVIDERS SIGNATURE: _____ DATE: _____

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