## LIABILITY WAIVER

This is a LEGAL CONTRACT. If you would like a copy for your records, please mark this box. ☐

Please read and initial **ALL** of the following policies.

I, _____, on _____
(Printed Name of Student's Parent/Guardian) (Date)
enter into this agreement by and between "Morgan Academy of Dance and Tumbling, LLC" (hereinafter referred to as "MAD&T"), which will be providing services through its employees.

Agreement is for my child/children (hereinafter referred to as student(s)) listed below:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

I, _____(student's parent/guardian) have requested that coaches/teachers instruct my student(s) at MAD&T located at 225 E 125 N, Morgan, Utah, or 5648 W Old Hwy Rd, Mountain Green, Utah, or other locations with said classes, performances, or competitions to be provided pursuant to the fee schedule as listed in the Membership Agreement, and coaches/teachers agree to provide said instruction subject to student's parent/guardian's agreement to the following additional terms and conditions as follows:

**ASSUMPTION OF THE RISK:** I am aware that all activities associated with tumbling, dancing, and cheerleading (hereinafter referred to as classes) instruction from the coaches/teachers including, but not limited to activities involving stretching and warm up exercise, conditioning, stunting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities which place stress on the cardiovascular and muscular systems, are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury and death. I voluntarily accept full responsibility of all risks involved, including risks from my student(s) participating in any way in the training use of equipment provided by the coaches/teachers or use of equipment I provide, whether the training occurs at "MAD&T" or any other location. I acknowledge that my student(s) is/are covered under their own personal insurance policy to cover any injuries to them personally or any injury they may cause to others. I agree to deal directly with my personal carrier and not the MAD&T nor building owners on any claim.

I agree to Assumption of the Risk policy: _____

**SEVERABILITY AND JURISDICTION:** I further expressly agree that the foregoing provisions in this agreement are intended to be as broad and inclusive as permitted by the laws of the state of Utah and if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further acknowledge and agree that this Agreement shall be governed by and shall be construed in accordance with the laws of the state of Utah. Any claims or legal actions by one party against the other shall be commenced and maintained in the state courts of the State of Utah and the parties hereby submit to the jurisdiction and venue of any such court in Morgan County.

I agree to the Severability and Jurisdiction policy: _____

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to INDEMNIFY AND HOLD coaches, teachers, MAD&T owners, facility owners, and all Releasees harmless of any and all claims, actions suits, procedures, costs, expenses, duties and liabilities, including attorney's fees brought as a result of my student's/students' participation in classes at MAD&T and to reimburse coaches, teachers, MAD&T owners, facility owners, for any such expenses incurred.

I agree to the Indemnification and Hold Harmless Policy: _____

**ARBITRATION:** Any Controversies or disputes arising out of or connected to the enforcement or interpretation of this Agreement shall be decided by final and binding arbitration before a single arbitrator pursuant to the governing rules of the Utah Arbitration Act. The Arbitrator's costs and fees shall be paid equally by the parties. The prevailing party in such arbitration shall be entitled to recover all reasonable attorneys' fees and costs incurred, as awarded by the Arbitrator. The venue for the arbitration shall lie in Morgan County, Utah, unless otherwise agreed by the parties. Any arbitration award may be enforced by judgment entered in the Superior Court of the State of Utah for Morgan County.

I agree to the Arbitration Policy:_____

**PHYSICIAN APPROVAL:** I have represented to the coaches/teachers that the student(s) have (A) been given a physician's permission to participate in the classes, or (B) voluntarily participate in the classes and all risks related to the classes without the approval of my student's(s') physician(s). I represent that I am not aware of any medical or physical condition that would prevent my student(s) from participating in the training or from using equipment or facilities, which pose a serious health risk to my student(s). I further acknowledge that coaches/teachers have relied on my statements as being accurate and complete, as a condition to entering into this agreement. I further acknowledge and agree that my student(s) is/are not obligated to participate in any training that I do not wish them to participate in. I will inform coaches/teachers immediately if I do not wish to have my student(s) participate in any specific training. I give my permission to the coaches/teachers to administer first aid to my student(s) in the event of injury or illness and permission to call medical help or an ambulance if necessary.

I agree to the Physician Approval policy:_____

**NAME AND LIKENESS RELEASE:** I understand that the coaches/teachers may photograph or video my student(s) prior to, during the delivery of, or at the classes, competitions, or performances and I agree to allow coaches/teachers to use photographs and videos of my student(s), as well as name and likeness for promotional purposes.

I agree to the Name and Likeness Release policy:_____

**ACKNOWLEDGEMENT OF UNDERSTANDING:** I have read the Assumption of Risk, Waiver of Liability, and provisions in this agreement and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend, by my signature, that this document be a complete and unconditional release of liability to the greatest extent allowed by law. I further certify that I have fully read and understand the terms of this agreement and will comply with the contents herein. Failure of the parent/guardian or student(s) to comply with this contract or any of the rules or regulations shall be cause for revocation of privileges without notice and without any liability for refund.

I agree to the Acknowledgement of Understanding policy:_____

Client's Parent/Guardian Name (Please Print):_____

Client's Parent/Guardian Signature:_____ Date:_____