## **Midwest Dance Fest Liability Waiver**

In consideration of being allowed to participate in any way in the Midwest Dance Fest, its related events and activities, I, the undersigned, being parent, legal next of kin, or legal guardian of the athlete(s) listed above, acknowledge, appreciate, and agree that:

- 1. I understand there is a risk of injury from activities involved in this program; and,
- 2. I KNOWLINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
- 3. I willingly comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself/my child from participation and bring such to the attention of the Company immediately; and
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Midwest Dance Fest and the Energizers Dance Team, their officers, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND

ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I also affirm that I now have and will continue to provide proper hospitalization, health, and accident insurance coverage, which I consider adequate for both my child's protection and my own protection.
6. I understand that the Midwest Dance Fest produces promotional material about their events. I understand that my child may be included in video tape or photography taken during the event. I hereby grant the Midwest Dance Fest and the Energizers Dance Team, as well as its successors, licensees, sponsors, any television networks and all commercial exhibitors the exclusive right to photograph and/or video tape my child and further utilize my child's name, face, likeness, voice, and appearance as a part of an event, and in advertising and promotion of the event, without reservation or limitation. In granting this license, I understand that the Midwest Dance Fest and the Energizers Dance Team is under no obligation to exercise any of its rights, licenses, and privileges herein granted.

## \* Acknowledgement of Terms

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

My signature below is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above for all Releasees, and, for myself, my child and our heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Dancers Name(s):	
Parent Name (First & Last):	
Parent Signature:	
 Date:	