



PARTICIPANT AGREEMENT, RELEASE, ACKNOWLEDGEMENT OF RISK

In consideration of Lakeside Dance Company, their agents, owners, offices, volunteers, participants, employees, and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as Lakeside Dance Company), I hereby agree to release and discharge Lakeside Dance Company on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that dance entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks include, among other things: collisions with other dancers, barres, walls or other fixed objects; falling down; my own equipment failure or the failure of other's equipment; my own or other's negligence; objects or conditions on the dance surface that may cause me to fall; broken bones; sprains; head, neck, and back injuries; abrasions and bruises. Furthermore, Lakeside Dance Company employees have difficult jobs to perform. They seek safety but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Lakeside Dance Company from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or with my use of Lakeside Dance Company's equipment or facilities, including such claims which allege negligent acts or omissions of Lakeside Dance Company.
4. Should Lakeside Dance Company or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I am willing to assume and bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against Lakeside Dance Company, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Lakeside Dance Company on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

Participant Signature _____ Print Name _____ Date _____

Address _____ City _____ Zip _____

Parent's or Guardian's Additional Indemnification (for participants under 18 years of age)

In consideration of _____ (minor's name) being permitted by Lakeside Dance Company to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Lakeside Dance Company from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation by Minor.

Parent/Guardian Signature _____ Print Name _____ Date _____