

# MENLO PARK ACADEMY OF DANCE, INC.

## WAIVER & RELEASE OF LIABILITY READ BEFORE SIGNING

This WAIVER & RELEASE OF LIABILITY is executed and delivered by the below named individual ("Participant") for the benefit of **MENLO PARK ACADEMY OF DANCE, INC.**, as well as its directors, officers, shareholders, employees and agents. (If Participant is under the age of eighteen (18) years, the term "Participant" shall be construed to include both the actual minor Participant and also the Participant's parent or legal guardian executing this WAIVER & RELEASE OF LIABILITY on behalf of said minor Participant.)

WHEREAS, **MENLO PARK ACADEMY OF DANCE, INC.** is in the business of offering dance-related services, including without limitation, dance instruction, training and related fitness and performance activities, (collectively, the "Activities"), and

WHEREAS, Participant desires to execute and deliver this Release to acknowledge and confirm that Participant has voluntarily decided to enter into and undertake one or more Activities, but that Participant is responsible for, and assumes all risks related to, the same;

NOW THEREFORE, the undersigned agrees as follows:

IN CONSIDERATION of being permitted to participate in any way in the Activities, the undersigned Participant (or parent or legal guardian of Participant, as the case may be), on behalf of Participant and Participant's personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees, represents and warrants that Participant understands the nature of the Activities, and that Participant is qualified, in good health, and in proper physical condition to participate in such activity, knows of no physical or mental condition, illness or injury with respect to Participant which would or should preclude Participant from participating in the Activities; and willingly agrees to comply with the stated and customary terms and conditions of participation. Participant further agrees and warrants that if at any time Participant believes conditions to be unsafe, Participant will immediately discontinue further participation in the Activity. Participant further acknowledges having been encouraged to have a complete physical examination prior to participating in Activities if Participant has any health problems or considerations due to injury, illness or age or a history of heart disease or high blood pressure, respiratory problems, skeletal or muscular injuries or other ailments or conditions that might be made worse by participation in the Activities or make Participant more susceptible to illness or injury as a result of participation in the Activities.

2. FULLY UNDERSTANDS that: (a) The Activities involve risks and dangers of damage to personal property and serious bodily injury, including but not limited to strains, sprains, fractures, dislocations, back or muscle injury; slipping, tripping or falling; lifting, twisting, partial and/or total paralysis, or other trauma, injury, death or other ailments that could cause serious disability and impair one's general physical and mental health and hinder one's future ability to earn a living and generally to enjoy life, as well as the possibility of emotional injury experienced as a result of witnessing or actually accidentally inflicting injury to another ("RISKS"); (b) These Risks and dangers may be caused by Participant's own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Released Parties" named below; (c) There may be other risks and social and economic losses either known to Participant or not readily foreseeable at this time. Participant (and Participant's parent or legal guardian, if applicable) fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred as a result of Participant's participation in the activity.

3. HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE: **MENLO PARK ACADEMY OF DANCE, INC.**, its instructors, instructor trainers, administrators, directors, agents, officers, members, shareholders, volunteers, employees and other participants, as well as any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "Released Parties" herein) from all liability, claims, demands, losses, injuries, damage to property, or other damages on the Participant's account or that of the Participant's parent(s) or legal guardian(s) caused or alleged to be caused in whole or in part by the negligence of the "Released Parties" or otherwise, including negligent rescue operations or negligent administration of first aid; and further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement Participant, or anyone acting on Participant's behalf, makes a claim against any of the released parties, the undersigned will INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THE FOREGOING WAIVER & RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Name (print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Date \_\_\_\_\_ Adult Signature \_\_\_\_\_

Name / Description  
of Activity or Event \_\_\_\_\_

### CONSENT OF PARENT/LEGAL GUARDIAN

(if student is under 18 years of age)

By my signature below I certify that I am the parent or legal guardian of the Participant named above, and that no person's signature other than mine is required in order to grant legal consent and execute a valid release on behalf of the Participant. I have read the above WAIVER & RELEASE OF LIABILITY and I understand that the Activities may potentially involve the RISK OF INJURY OR DEATH and that by permitting the Participant, who is my child/ward, to participate in the Activities, the Participant may be subject to the possibility of injury or death. I acknowledge that I do understand the contents of this form and I voluntarily choose to permit my child/ward to participate and by my signature do hereby release, indemnify and hold **MENLO PARK ACADEMY OF DANCE, INC.**, its instructors, instructor trainers, administrators, directors, agents, officers, members, shareholders, volunteers, employees and other participants, as well as any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place harmless from any claims, damages, demands, liabilities and costs incurred including attorney's fees, as set forth in greater detail above. I understand and acknowledge that I have been encouraged to seek legal counsel before signing this document and that by signing this form I am severely limiting my legal rights. A complete copy of this form will be provided to me upon request.

Date \_\_\_\_\_

Signature of Parent/Legal Guardian \_\_\_\_\_