

Release and Waiver of Liability and ASSUMPTION OF RISK Agreement

(Read Carefully Before Signing)

In consideration for participation in dance events and activities, as organized by Jessica Fouts of Innovation Dance Company, LLC, (the Releasee) and/or use of the property, facilities, and services of, as Participant, agree to:

1. Observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Releasee, its employees, representatives, or agents.
2. Understand that dance classes may include, without limitation, dancing with props, stretching, barre work, across the floor combinations, dance routines in the center, and other related activities. I further understand that all the activities of the dance class involve some degree of risk of strain or bodily injury. Innovation Dance Company, LLC is not responsible for personal property.
3. I fully agree, understand and acknowledge that:
 - a. There are risks and dangers associated with participation in Dance events and activities which could result in bodily injury partial and/or total disability, paralysis, and death, as well as the risk of damage to or loss of property.
 - b. The social and economic losses and /or damages which could result from these risks and dangers described above, could be severe.
 - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction, or negligence of others, including, but not limited to, the Releasee.
 - d. There may be additional risks not known or not reasonably foreseeable at this time.
 - e. I knowingly and freely assume full and sole responsibility for my health and safety and for all risks associated with my participation in any and all classes.
 - f. I willingly agree to comply with the stated and customary terms and conditions of participation. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further and I will bring such hazard to the attention to the nearest teacher or representative of the studio immediately and refrain from participation.
4. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis, or death, however caused and whether caused in whole or in part by the negligence of the Releasee named above.
5. I hereby agree to release Innovation Dance Company, LLC. and any parties, their officers, volunteers, staff, sponsor, and/or agents with respect to any and all injury and/or loss arising from my participation, whether caused by negligence of the Releasee, the condition of the premises, or otherwise, except to that which is the result of gross negligence or wanton misconduct, to the fullest extent permitted by the state of New York. The laws of the State of New York, exclusive of its choice of law rules, shall apply to this waiver and release of liability agreement and hold Innovation Dance Company, LLC. harmless of all liability, and hereby acknowledge that I knowingly and voluntarily assume full responsibility for all risks arising out of the active participation in classes, performances, and activities through Innovation Dance Company, LLC. on behalf of myself, the legal guardian, and the participant/s.
6. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Innovation Dance Company, LLC, or the dance facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the dance event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the dance facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...from all liability to the undersigned, my personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the event(s) caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.
7. I have received the student handbook and agree to adhere to all the content stated therein including Studio Polices, Tuition and Payment Information, Dress Code, and Attendance and all rules and disclosures contained in the student handbook are incorporated by reference to this agreement as applicable.
8. I hereby grant Innovation Dance Company, LLC its licensees and contractees including photographers and videographers, the right to film, photograph, or videotape and record audio for any and all commercial advertising, television, motion pictures, news, or other purposes together with the right to transfer or grant their rights to others, all without remuneration or compensation to me whatsoever and Innovation Dance Company LLC shall be the sole owner, in perpetuity, of all recordings, videos, and photographs taken during the activities referenced herein.

9. I agree to be responsible for reading studio correspondence and respecting deadlines, if applicable.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: _____ Date: _____