

DANCE OBISPO

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of receiving dance instruction and being permitted to use, today and on all future dates, the property and facilities of Dance Obispo, I, for myself, my minor children, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** Dance Obispo, its directors, officers, employees and agents, from liability **from any and all claims, including but not limited to the negligence of Dance Obispo**, resulting in personal injury, accident or illnesses (including death), and property loss arising from, but not limited to, participation in dance activities and the use of the premises or equipment.

Student's Name (Print) Date

Signature of Student or Parent/Guardian Date

Assumption of Risks: Physical activity and/or dance, by its very nature, carries with it certain risks that cannot be eliminated regardless of the care taken to avoid injuries. Dance Obispo has facilities for, and provides for activities such as dance, ballet, **including the regular use of ballet pointe shoes**, as well as aerobic and sporting activities. The specific risk vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks inherent in the activities made possible by Dance Obispo allowing me to use its facilities and property. I hereby assert that my participation is voluntary and that I knowingly assume such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Dance Obispo HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my participation in these activities at Dance Obispo and to reimburse them for any such expenses incurred.

Severability: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understanding 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 to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Name of Student Date

Signature of Student or Parent/Guardian Date

Phone email address