



# Release Waiver

**Please review and sign indicating that you have read and agree to the terms of this waiver.**

I understand that C & C Academy of Dance does not carry medical insurance for any accidents that occur while attending class, workshops, or while at the facility. Therefore, please sign agreeing that you hold harmless, the C & C Academy of Dance, its employees, its contractors, and heirs while on premises. I also agree that I am responsible for any and all medical bills in case of an accident. On behalf of myself and as the parent and/or legal guardian of the Dancer(s) / Child Participant(s) (hereinafter "Participant(s)"), I warrant I have read this Agreement in its entirety, acknowledge that the Activities contain inherent risks which vary with the activity, understand the demands of the Activities relative to Participant's physical condition and skill level, appreciate the types of injuries that may occur as a result of the Activities and their potential impact on our safety, well-being, and lifestyle, and assert that participation is voluntary and that all Participants knowingly assume all risks inherent with the activities.

**TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS AND REPRESENTATIVES) HEREBY RELEASES C & C ACADEMY OF DANCE, ANY AFFILIATES OR SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, AGENTS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, HEIRS, ASSIGNS, VOLUNTEERS, INDEPENDENT CONTRACTORS, EQUIPMENT PROVIDERS, AND INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) DURING OR RELATING TO PARTICIPANT'S PARTICIPATION, WHETHER ACTIVELY OR PASSIVELY IN ANY DANCE RELATED ACTIVITIES, USE OF ANY EQUIPMENT, INSTRUCTION, TRAINING, CLASSES, OBSERVATION, USE OF ANY PORTION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE ASSOCIATED SIDEWALKS AND PARKING LOTS, AND ANY COMPETITION, EVENT, OR PROGRAM SPONSORED BY OR AFFILIATED WITH THE PROTECTED PARTIES (COLLECTIVELY, "ACTIVITIES"), (B) OCCURRING IN AND / OR ABOUT THE PREMISES (INCLUDING THE PREMISES) WHERE ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT AND / OR (D) THE RIGHT TO SUE THE PROTECTED PARTIES FOR ANY LOSS SUFFERED BY PARTICIPANT, PARTICIPANT'S HEIRS, EXECUTORS, FAMILY, PARENTS, AND / OR GUARDIANS. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT AND WHETHER OR NOT CAUSED BY A PRE-EXISTING CONDITION BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.**

**ADULT PARTICIPATION (ON HIS/HER BEHALF, ON BEHALF OF CHILD PARTICIPANT(S), IF ANY, AND ON BEHALF OF EACH SUCH PARTICIPANT'S HEIRS, EXECUTORS AND REPRESENTATIVES) AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT(S)): (I) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (II) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN OR OBSERVANCE OF, ANY OF THE ACTIVITIES; AND (III) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.**

This signed Release Waiver in conjunction with the signed Parent-Studio Agreement contains the entire agreement between parent and/or legal guardian and C & C Academy of Dance.

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_