

## RELEASE AND LIABILITY AGREEMENT

Our child, \_\_\_\_\_ is taking or desires to take dance, and/or other lessons at the VIBE Dance Academy ("VIBE "). In consideration of VIBE allowing our child to partake in lessons, rehearsals, competitions, recitals, performances and other related activities, we agree to the following terms and conditions:

\_\_\_\_\_ (Please Initial) We understand that dancing and engaging in acrobatic activities are inherently dangerous activities in which we voluntarily choose to allow our child to participate at our own risk.

\_\_\_\_\_ (Please Initial) There is a risk that our child may suffer serious injuries as the result of these activities.

\_\_\_\_\_ (Please Initial) We understand that the dangers to which our child may be exposed include, but are not limited to the child's own acts, the acts of other students, competitors, dancers and/or teachers, the condition of the floor or stage, the acts of spectators, the condition of equipment, acts of others on the premises such as owners and members of the media, and weather.

\_\_\_\_\_ (Please Initial) We knowingly and freely assume all such risks, both known and unknown, and we voluntarily participate at our own risk and assume sole responsibility for any injury, death or property damage we may suffer that arises from our child's participation in activities at or sponsored by VIBE .

\_\_\_\_\_ (Please Initial) We understand that rescue efforts may not be effective and that we waive any and all claims against VIBE arising out of rescue efforts or the failure to engage in rescue efforts.

\_\_\_\_\_ (Please Initial) WE AGREE TO PARTICIPATE IN THESE ACTIVITES AT OUR OWN RISK

\_\_\_\_\_ (Please Initial) We intend this release to be very broad, including any and all claim we or our child may have, known or unknown against VIBE .

\_\_\_\_\_ (Please Initial) We understand that, from time to time, photographs and videos may be taken of our child and/or of us while engaging in and/or observing VIBE activities. We hereby consent to all VIBE to use such photographs, videos and other media containing our likeness for its business purposes including, without limitation, publication on its website, posting in its business premises and/or use in advertising.

For ourselves, our child, our heirs, successors, representatives and assigns we hereby KNOWINGLY AND INTENTIONALLY WAIVE ALL CLAIMS AGAINST AND RELEASE VIBE from any and all liabilities for our child's injuries, our child's death, or injury to any property. We also release VIBE owners, members, parent corporations, subsidiary corporations, divisions, joint ventures, former and successor affiliated corporations and entities, partnerships, limited partnerships, limited liability companies, officers, directors, shareholders, employees, agents, other representatives and related entities. In addition, each of us hereby indemnifies

VIBE and promises to defend and hold it harmless if we, either of us, or our child sues or otherwise makes a claim for injuries, death or property loss and agrees to pay all damages, attorneys' fees and costs incurred by VIBE during or as a results of such a claim or lawsuit.

**WE UNDERSTAND THE RISKS OF DANCING AND ENGAGING IN ACROBATIC ACTIVITIES. WE HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER AND RELEASE AGREEMENT.**

Further, I do hereby agree to exonerate, hold harmless, and indemnify such dance studio listed above from any and all claims that I or my representative may have against such dance studio, past, present, or future in connection with such honors, rights and awards. Such indemnification to include any and all fees (including reasonable attorney's fees), cost and other expenses reasonably incurred by or on the behalf of the above referenced Dance Studio and investigating of or defense against any such claims, lawsuits, demands, actions, or causes of action.

I agree to read the VIBE Dance Academy rules and agree that my child and/or I will adhere to all the guidelines therein, including the hair and dress code.

By signing below, I hereby release VIBE Dance Academy, and their agents/representatives of liability for any injury to my child (or myself) in class, on the campus, or while participating in VIBE sponsored performances. I understand that in the event medical intervention is needed, attempt will be made to contact the person(s) listed on the student's registration form. In the event we cannot be contacted for the health and well being of my child (or myself), I hereby authorize a representative of VIBE to authorize whatever medical treatment that might be necessary in an emergency situation. I understand that my medical insurance carrier and I are financially responsible for any medical treatment extended to my child (or myself), and that VIBE and its agents or representatives cannot be held accountable or liable for such medical treatment. I furthermore give VIBE authority to use the participant's image in photographs, videos, and web pages for promotional purposes.

I have had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this release and indemnity agreement by counsel of my own choosing. I have also been afforded the opportunity to ask any and all questions that I have concerning this document and its execution by me. I do fully understand the terms of this agreement and does it intentionally and voluntarily agree to it.

This contract is severable; that is, if any part of it is held by an arbitration panel or court of law to be unenforceable, the rest of it will remain in effect.

SIGNED \_\_\_\_\_  
(Student's Signature)

Telephone Number \_\_\_\_\_

SIGNED \_\_\_\_\_  
(Student's Parent Signature)

Telephone Number \_\_\_\_\_

SIGNED \_\_\_\_\_  
(Witness Signature)

Telephone Number \_\_\_\_\_