

Liability Release
2019/2020 Season

This Is A Contract; Read Before Signing

I, _____, acknowledge the RELEASED PARTIES of Studio X, A New Generation of Dance: the owners, the instructors, the employees, the student teachers.

1. I acknowledge that my participation in classes at Studio X and use of Studio X facilities entail unknown risks that could result in physical injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Studio X equipment or facilities, including any such claims with allege negligent acts or omissions of RELEASED PARTIES.
4. Should Studio X or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.
5. In the event that I file a lawsuit against Studio X, I agree to do so solely in the state of North Dakota and I further agree that the substantive law of North Dakota shall apply in the action without regard to the conflict of the law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
6. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at Studio X, to give permission to Studio X and all released parties, permission to photograph and/or record me or my child/ren in connection with Studio X to use the photograph and/or recording for advertising and promotional purposes in any and all media and also for rehearsal purposes.
7. If the participant is a minor, I agree that this Release of Liability and Assumption of Risk Agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the participant to this Agreement.
8. If the participant is a minor, I further agree to defend, indemnify and hold harmless Studio X from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages

caused by the negligence of Released Parties, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against Studio X or any Released Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature (Participant or Parent/Legal Guardian if under the age of 18)

Name:

Birthdate of participant:

Address:

Phone #:
