



RHYTHM & MOTION



RELEASE OF LIABILITY

IN CONSIDERATION of being given the opportunity to participate in dance classes and related activities, for as long as I participate in such activities, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of dance activities (the "Activities"), and that I am qualified, in good health, and in proper physical condition to participate in such Activities.

2. FULLY UNDERSTAND that:

(a) DANCE AND OTHER PHYSICAL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS").

(b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES.

3. AGREE AND WARRANT that I will examine and inspect each Activities in which I take part as a participant of the Rhythm & Motion by Mrs. Teresa, LLC dance instructions, and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activities and will refuse to take part in the Activities until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue Rhythm & Motion by Mrs. Teresa, LLC, its instructors, members, directors, agents, officers, volunteers and employees, any sponsors, advertisers, and if applicable, owners, lessees and lessors of premises, on which the Activities takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant:

Address: _____

City _____ State _____ Zip _____

Phone: _____ Date: _____

Participant's Signature:

Parental Consent (if participant is under the age of 18)

AND I, the minor's parent and/or legal guardian, understand the nature of dance and other physical activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activities. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

Printed Name of Parent/Guardian:

Address: _____

City _____ State _____ Zip _____

Phone: _____ Date: _____

Parent/Guardian's Signature:

Parental Consent (if participant is under the age of 18)

School Year - September 01, 2011 through August 31, 2012