

Westside School of Ballet Liability Release

WESTSIDE ACADEMY OF DANCE - WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

This Registration Form includes a waiver of liability and a release of legal rights that deprives you of the ability to file a lawsuit against Westside Academy of Dance ("Westside") and other associated parties. By signing this form, you acknowledge that you have read and fully understand its contents. You should not sign this form unless you have thoroughly reviewed and comprehend its terms.

EMERGENCY CONTACT:

In the event of an emergency, if I cannot be reached, the following person is authorized to act on my behalf:

Name: _____

Phone Number: _____

WAIVER AND RELEASE TERMS

Each participant must sign this Waiver before engaging in any activities organized by Westside Academy of Dance. I hereby voluntarily choose to participate in the activities (the "Activities") provided by Westside, which include but are not limited to dance lessons, instruction, studio use, rehearsals, performances, and related activities, whether at Westside's premises or elsewhere. By signing below, I acknowledge and agree to the following:

1. Acknowledgement of Health and Fitness:

I affirm that I am in good physical health and proper condition to participate in the Activities. It is my sole responsibility to determine whether I am fit to participate in any Activity, and I acknowledge that it is advisable to consult a medical professional prior to participation if I have any concerns about my health.

2. Assumption of Risk:

I understand and acknowledge that participation in the Activities carries inherent risks, including but not limited to: serious bodily injury, permanent disability, paralysis, death, loss or damage to personal property, accidents, illness, and other risks or dangers ("Risks"). These Risks may arise from my own actions or inactions, the actions or inactions of others, or from the conditions under which the Activities take place. I voluntarily assume all such Risks and take full responsibility for any injuries, damages, liabilities, losses, or expenses incurred as a result of my participation in the Activities.

3. Compliance with Rules and Responsibilities:

I agree to familiarize myself with and adhere to the rules, policies, and procedures established by Westside. I accept full responsibility for my conduct, behavior, and actions while participating in the Activities, including the proper use and care of any equipment. I further accept responsibility for any damage I may cause to Westside's property or the property of others.

4. Release of Liability and Indemnification:

I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, waive, and covenant not to sue Westside Academy of Dance, its owners, officers, directors, employees, agents, contractors, representatives, affiliated entities, subsidiaries, and parent companies (collectively, the "Released Parties") from any and all liability, claims, demands, causes of action, damages, or losses, including attorney's fees and costs, arising out of or in any way connected with my participation in the Activities, even if caused by the negligence or other fault of the Released Parties.

I further agree to indemnify and hold harmless the Released Parties from any and all claims, liabilities, or expenses (including attorney's fees) incurred as a result of a claim brought by me or on my behalf, regardless of whether such claims arise from the negligence of the Released Parties.

5. Insurance Disclaimer:

I understand that Westside may not carry liability insurance covering personal injuries or property loss associated with my participation in the Activities. I acknowledge that it is my responsibility to maintain appropriate insurance coverage, if desired.

6. Acknowledgment of Legal Rights:

I have read and understand the terms of this Waiver and Release. I am fully aware that by signing this document, I am waiving substantial legal rights, including the right to sue for personal injury or property damage arising from my participation in the Activities. I acknowledge that I am signing this Waiver voluntarily and without coercion.

7. Severability:

If any provision of this Waiver and Release is found to be invalid, void, or unenforceable, that provision shall be severed from this document, and the remaining provisions shall continue in full force and effect.

8. Entire Agreement:

This Waiver and Release constitutes the complete and exclusive understanding between the parties regarding the subject matter herein and supersedes all prior oral or written representations or agreements. No verbal or written representations have been made other than those explicitly contained in this document.

By signing below, I confirm that I have read, understand, and voluntarily agree to the terms of this Waiver and Release.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature (if Participant is under 18): _____

Date: _____

Revised 12/16/2024