

## Waiver of Liability

In consideration of the services of Fenton School of Dance & Academy, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FSDA"), I hereby agree to release, indemnify, and discharge FSDA, **on behalf of myself, my spouse, my children and/or wards, my parents, my heirs, assigns, personal representative and estate** as follows:

1. I acknowledge that my participation in dance, acrobatics, and other various disciplines entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness, tears and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from training sessions can raise the possibility of any manner of transportation accidents. Furthermore, FSDA personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the 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 indemnify and hold harmless FSDA 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 FSDA's equipment or facilities, **including any such claims which allege negligent acts or omissions of FSDA.**

4. Should FSDA 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.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FSDA, I agree to do so solely in the state of Michigan, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (for participants under the age of 18)**

In consideration of all of my minor child(ren) and/or ward(s) being permitted by FSDA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FSDA from any and all claims which are brought by, or on behalf of my minor child(ren) and/or ward(s), and which are in any way connected with such use or participation by my minor child(ren) and/or ward(s).

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

## **Additional Acknowledgment of Risk – COVID-19**

In consideration of the services provided by FSDA, their facility, their agents, owners, officers, volunteers, participants, employees, independent contractors, volunteers, interns, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Releasees"), I represent that I am in good health and have had no known exposure to COVID-19 and no symptoms of COVID-19, including fever or chills, difficulty breathing, cough, loss of sense of taste and/or smell, gastrointestinal disturbances, body aches, headache, congestion or runny nose, for 14 days prior to attending the facility. I acknowledge that if I believe I have had any exposure to COVID-19, I will immediately cease attendance at the facility until I can again warrant that I have had no known exposure for the 14 day period and alert the facility if I have been on the premises since my exposure.

FSDA is making its best efforts to reduce the risk of transmission of COVID-19, but the safety of the community is in the hands of every one of us. I expressly agree and promise to abide by the safety precautions AS FOLLOWS: practice proper hygiene including washing hands for 20 seconds with soap and water or using hand sanitizer containing at least 60% alcohol before coming into contact with equipment or another person, following social distancing guidelines of maintaining a distance of 6' from other people and/or wearing an approved mask or facial covering when social distancing is not possible, cover coughs and sneezes if not wearing a mask, and following other CDC guidelines for protection from and prevention of COVID-19.

I am aware that training during and after the COVID-19 pandemic involves certain inherent risks, dangers and hazards, which can result in serious infection, personal injury or death. I further acknowledge, understand, appreciate, and agree that my participation may result in possible exposure to and illness from COVID-19. While protocols and personal discipline may reduce this risk, the risk of serious injury, illness, and even death is not possible to fully mitigate.

I hereby freely agree, to assume and accept all known and unknown risks of exposure to COVID-19, even arising from the negligence of the releasees or others and assume full responsibility for my participation. I further recognize and acknowledge that the risks inherent in training can be greatly reduced by following sanitation protocols, self-screening, social distancing, and other recommendations by the CDC and local health authorities.

I hereby waive, release, and discharge all claims that I have or may have in the future, and covenant not to sue your business, its administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, owners, and lessors of the premises on which the activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations.

I further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf makes a claim against any of the releasees, I will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost, including attorneys' fees, which any of the aforementioned may incur as a result of such a claim.

I accept for use as-is the equipment to be used in activities governed by this agreement.

I have read this Agreement and I fully understand its terms. I understand that I am giving up substantial rights, including my right to sue FSDA and its staff for injuries resulting from the inherent risks of training during and after the COVID-19 pandemic, and the ordinary negligence of the facility and staff. I further acknowledge that I am

signing this agreement freely and voluntarily, without inducement or assurance of any nature, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the state of Michigan.

Governing Law, forum, and consent to jurisdiction. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Michigan, including its statutes of limitations and without regard to its choice of law principles. The undersigned herein irrevocably consents to the jurisdiction of the courts in Michigan, which shall be the sole forum for the resolution of any disputes that arise out of or relate to the parties' relationship.

The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement.

This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement shall be binding upon any party hereto unless made in writing and signed by both parties.

In order to participate in classes or other events at the facility, the undersigned accepts the entire agreement. No written modification or strike-out of the originally typed agreement shall be effective unless signed by both parties.

I agree that if any portion of this Agreement is held to be invalid, that portion shall be severable, and the remaining agreement shall continue to have full force and effect.

In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, estate, next of kin, executors, administrators, assigns and representatives.

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(for participants under the age of 18)**

In consideration of all of my minor child(ren) and/or ward(s) being permitted by FSDA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FSDA from any and all claims which are brought by, or on behalf of my minor child(ren) and/or ward(s), and which are in any way connected with such use or participation by my minor child(ren) and/or ward(s).

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_