



RELEASE AND WAIVER OF LIABILITY FORM

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (hereinafter, the "Agreement"). This Agreement is between _____, individually and on behalf of their minor child(ren) (hereinafter, "Releasee"), and East Coast Performing Arts LLC, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, the "Studio" or "ECPA"). This Agreement is effective immediately for one year from the date this Agreement is executed.

1. **"Dance Program"** and/or **"Activities"** shall mean and include all of the Studio's activities, including but not limited to dance class, dance practice, dance instruction, performances, competitions, recitals, holiday shows, productions, private lessons, summer camps, and/or events for which Releasee or Releasee's Minor Child participates.

2. **"Participant"** shall mean and refer to the Releasee individually and/or the Releasee's minor child(ren) identified on Page 3 of this Agreement as participants in the Dance Program.

3. **"Restricted Area"** shall mean and refer to any area where admittance to the general public is prohibited. This includes, but is not limited to, the dance studio premises, the location at which the Studio's events, shows, recitals, competitions, and/or productions take place, and/or any other premises where a Studio-sponsored event takes place.

4. In consideration for Releasee and/or Releasee's Minor Child being allowed to participate in the Dance Program and/or being permitted to a Restricted Area for any purpose, **RELEASEE**, and their heirs, executors and administrators, hereby releases, holds harmless and forever discharges the Studio of any and all responsibility and liability for any claims, actions, damages, injuries, expenses, and/or costs that Releasee and/or Participant may have against them, arising out of or in any way connected with participation in the Dance Program, entry upon the Restricted Area, or any other claim that may be brought against the Studio.

5. **RELEASEE** understands and acknowledges that there are risks and dangers associated with participation in the Dance Program which could result in serious bodily injury, partial and/or total disability, paralysis, or even death to a Participant; that the social and/or economic losses and/or damages that could result from these risks and dangers could be severe; that the risks and dangerous that may result from participation in the Dance Program can occur even in the exercise of reasonable care.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE STUDIO USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS



INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE STUDIO IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE STUDIO HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

6. **RELEASEE** understands and acknowledges that participation in the Dance Program may be dangerous and involve risk of serious injury and/or death and/or property damage, and by signing this Agreement, **RELEASEE** voluntarily accepts and assumes any and all risks that are or may be associated with their minor child's participation in the Dance Program.

7. **RELEASEE**, in their individual capacity, further understands and acknowledges that there may be additional other risks that are not inherent to participation in the Dance Program but do arise from time to time when Releasee enters upon a Restricted Area. These risks include personal injuries, property damage, property theft, or other damages, and may occur due to the negligence, fault, or intentional acts of third-parties over whom the Studio has no duty to control and/or are caused by Acts of God. **RELEASEE**, in their individual capacity, further agrees to waive, release, and discharge the Studio from any and all such liability.

8. **RELEASEE** understands and acknowledges that she/he has been informed and knows of the inherent risks involved in participating in the Dance Program, and voluntarily accepts any and all responsibility for their own and their minor child's safety and welfare while participating in the Dance Program, with the full understanding of the risks involved.

9. **RELEASEE** agrees to instruct their minor child that prior to participating in the Dance Program or any of the Studio's Activities, he or she should inspect the facilities and equipment to be used and, if he or she believes anything is unsafe, the minor child should immediately advise an instructor or teacher of such condition and refuse to participate.

10. **RELEASEE** agrees to notify the Studio of any pre-existing injuries and/or physical pain that they or their Participant(s) may have, prior to permitting them to enter a Restricted Area for any purpose. **RELEASEE** understands that the Studio is not liable for any injuries that may result to them and/or a Participant in the event **RELEASEE** fails to inform the Studio of any physical restrictions a Participant may have as a result of a pre-existing injury.

11. **RELEASEE** further expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law in the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.



12. If, despite this Agreement, a Participant makes a claim against the Studio, **RELEASEE** will reimburse the Studio for any money which they have paid to a Participant, or on his behalf, and hold them harmless.

**I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND IT,
AND KNOW IT CONTAINS A RELEASE/WAIVER OF LIABILITY.**

Parent/Guardian Signature

Date

Parent/Guardian Print Name

Signed on behalf of Releasee Individually, and on behalf of the Minor Participant(s) listed below:

Printed Name of Minor	Gender	Date of Birth