

Strive Dance Academy Society Acro Workshop Waiver

MINOR WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND MEDIA RELEASE (READ CAREFULLY
BEFORE SIGNING)

WARNING: The acro workshop(s) activities may include stretching exercise, strengthening exercises, cartwheels, tumbling, balancing on their wrists, and aerial skills where the participant will be upside down. Each participant's parent has the responsibility to assess the safety aspects of facilities and conditions and agrees to assume all risk of attending the workshop and agrees to give up their legal rights to bring or commence legal proceedings for any injuries, losses or damages occurring as a result of attending the acro workshop. Spotters and mats will be provided.

PARTICIPANT'S FULL NAME: _____

PARENT/LEGAL GUARDIAN: _____

FOR: Acro Workshop(s).

IN CONSIDERATION of being permitted to attend the Acro Workshop, THE UNDERSIGNED HEREBY RELEASES, WAIVES, AND DISCHARGES Strive Dance Academy Society ("SDA"), and its volunteers, employees, agents, independent contractors, participants, and anyone for whom any of the foregoing may be vicariously liable (all of the foregoing are herein referred to as "Releasees") from all liability to the undersigned, the participant's personal representatives, assigns, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to serious personal injury of the participant, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise while the participant is training and the undersigned covenants not to sue the Releasees for any reason whatsoever as set out herein.

IN ADDITION:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the above workshop, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise an adult.
2. I fully understand and acknowledge that:
 - (1) There are risks and dangers associated with participation in the aerial workshop and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
 - (2) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
 - (3) These risks and dangers may be caused by the action, inaction or negligence of

- (4) the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named above.
- (5) There may be other risks not known to us or which are not reasonably foreseeable at this time.

3. I accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, property losses and any other losses or damages (including claims by the undersigned parent and/or legal guardian or others for damages suffered from injury to the minor participant), however caused and whether caused in whole or in part by the negligence or gross negligence of the Releasees named above.

4. On behalf of the minor participant and individually, the undersigned parent and/or legal guardian for the minor participant execute(s) this Waiver and Release. If, despite this release, the minor participant (or anyone on his/her behalf) makes a claim or anyone else makes a claim for damages as a result of injury to or death of the minor participant against any of the Releasees, the parent and/or legal guardian agrees to indemnify the Releasees and their insuring company, if any, for any money which they have paid or may be required to pay to the participant, or on his behalf, or as a result of his injuries or death, and for all legal fees incurred, and hold them harmless. I hereby further expressly warrant that I am the legal parent and/or guardian of the minor participant.

5. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or legal costs (including legal costs on a solicitor and his own client full indemnity basis) they may incur due to the presence of the participant at the workshop or for any purpose participating in activities at the workshop and premises and whether caused by the negligence or gross negligence of the Releasees or otherwise.

6. ON BEHALF OF THE REGISTERED PARTY, I hereby give consent for SDA to take photographs and/or video images of my child during the event and to use these images for advertising and marketing purposes.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNITY, AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENTS.

Executed this ____ day of _____, 2015.

PARENT/LEGAL GUARDIAN SIGNATURE: _____

(Participants 18 and Over must sign in lieu of parent)