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**DreamBird® Dance**

**Liability Waiver**I. Introduction

In consideration of the services of DreamBird Dance LLC, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “DreamBird Dance”), I agree as follows:

II. Acknowledgements and Assumption of Risk

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby recognize and acknowledge that participation in dance classes and activities may involve some possible personal injury. Despite precautions, accidents and injuries may occur. By signing this liability waiver, I assume all risks related to the use of any and all spaces and services provided by DreamBird Dance LLC.

I acknowledge and assume the risk of participating in any and all activities, classes, or events offered by

DreamBird Dance LLC, including but not limited to dance classes and rehearsals. I understand that participating in these activities involves the risk of physical injury and I accept and assume such risks.

Although DreamBird Dance LLC has taken reasonable steps to provide me proper guidance and instruction and protect me from injury, DreamBird Dance LLC has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of accidental injury, illness, or in extreme cases, permanent trauma or death. DreamBird Dance LLC does not want to frighten me or reduce my enthusiasm for this activity, but believe it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

These Activities may involve moderate to strenuous physical activity and like all physical activities, involve some risk of injury that are inherent to the activity. Some of the inherent risks of the Activities include, but are not limited to:

General Risks: Physical injury from exertion of the dance movements and/or stretching; injury from

contact with other participants or equipment; injury from slips, trips, and falls; injuries that may be caused by the condition of the dance floor or equipment.

Participant-Related Risks: Poor physical fitness; failure to follow guidance and instructions; failure to

properly use equipment; negligence by co-participants; poor or negligent behavior; restrictions due to

physical conditions; increased risks of fatigue, pain, or injury due to physical condition or abilities.

Guide-Related Risks: Error in judgment in evaluating equipment or participant ability or physical fitness;

inability to provide modifications or accommodations for physical conditions or abilities of participant.

I understand that these risks may result in serious injury or death and I voluntarily assume the risks

associated with participating in these activities. I acknowledge that I am participating in these activities

voluntarily and at my own risk.

I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different from

other activities and that I have responsibilities as a participant. I acknowledge that the staff of DreamBird Dance LLC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

III. Representations and Warranties

I represent and warrant that I am in good physical health and have no medical condition that would prevent me from participating in the activities offered by DreamBird Dance LLC. I agree to immediately inform DreamBird Dance LLC of any changes in my physical condition that may affect my ability to participate in the activities.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or

event, and have not been advised to not participate by a qualified medical professional. I certify that there

are no health-related reasons or problems which preclude my participation in this activity or event.

IV. Participant Responsibilities

As a participant of DreamBird Dance LLC’s classes and activities, I agree to the following responsibilities:

● Following the instructions of the instructors at all times

● Notifying the instructors of any pre-existing medical conditions or injuries that may affect my

Participation

● Wearing appropriate clothing and footwear for the activities

● Using the equipment and facilities provided by DreamBird Dance LLC in a safe and responsible manner

● Notifying DreamBird Dance LLC immediately of any accidents or injuries sustained during

participation

I understand that failure to comply with these responsibilities may result in serious injury or death and

that DreamBird Dance LLC reserves the right to terminate my participation without refund if my behavior is deemed unsafe or inappropriate.

In the event that I should observe any unsafe conduct or conditions before, during, or after my classes, I

agree to report the unsafe conduct or conditions to the owner, director, instructor, or staff member as soon

as possible.

V. Release of Liability

I HEREBY WAIVE, RELEASE, AND DISCHARGE DreamBird Dance LLC, including its owners, employees, agents, officers, and all other persons or entities associated with DreamBird Dance LLC from any and all liability, claims, demands, actions, and causes of action whatsoever arising from or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of DreamBird Dance LLC or any of its affiliates, while participating in any activities, classes, or events offered by DreamBird Dance LLC.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned inthis waiver, and any other entities or persons that may be associated with DreamBird Dance LLC, from any and all claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. The liability waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

This liability waiver extends to any and all claims and causes of action I may have or may later acquire,

whether known or unknown, and whether not now existing or arising in the future.

I have read this release and waiver of liability, fully understand its terms, and understand that I am giving up substantial rights by signing it. I sign it freely and voluntarily, without any inducement.

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Name (Print)

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Signature