

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

1. **Voluntary Participation.** I, _____, acknowledge that I or my son or daughter have voluntarily applied to participate in dance classes, rehearsals, and performances offered by AriAnna Schaefer, Dancing Daisies, at any venue where said activities may take place including any classes that I or my son or daughter take online.

2. **Risk Factors.** The undersigned understands and acknowledges that participation in dance classes involves some inherent risks such as, but not limited to, the following:

- Sprains/ strains
- Fractured bones
- Cuts/ abrasions
- Head and/ or back injuries
- Death

3. **Assumption of Risk.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PREMISES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, the risk factors described in section 1 above.

Items 1-3: _____ (Initials)

4. **Release.** The undersigned **RELEASES** AriAnna Schaefer, Dancing Daisies, and all of their employees and agents and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.

5. **Waiver.** The undersigned waives the protection afforded by any statute or law in any jurisdiction including California Civil Code section whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time executing the release. This means, in part, that the undersigned is releasing unknown future claims.

6. **Indemnify and Defend.** The undersigned agrees to **INDEMNIFY AND DEFEND** AriAnna Schadefer, Dancing Daisies, and all of their employees and agents, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the owners, or any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the owner, the undersigned or anyone else.

Items 4-6: _____ (Initials)

7. **Emergency Treatment and Consent.** The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

8. **Insurance.** The undersigned understands that the owners do not carry participant insurance.

Items 7-8 _____ (Initials)

9. **Acknowledgment.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

Item 9: _____ (Initials)

Name of Participant: _____

Signature (if age 18 or over): _____

Date: _____

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor. I have read and understand the agreement involves surrendering valuable legal rights of the minor and myself. I agree to be bound by all terms of this agreement. I also give my consent to the participation in the activity of the minor.

Signature of Parent/Legal Guardian

Date: _____

EMERGENCY CONTACT INFORMATION:

NAME: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

TELEPHONE _____