

IMPORTANT! READ BEFORE SIGNING!

**LIABILITY RELEASE, WAIVER, DISCHARGE
AND COVENANT NOT TO SUE FOR MINOR CHILD**

This is a legally-binding Agreement and Release ("Release") made by _____, the parent having legal custody and/or the legal guardian ("Guardian") of _____, a minor, ("child" or "participant") to Annapolis Dance Factory, LLC. ("Annapolis Dance Factory").

Guardian and participant desire that child participate in or observe dance classes or other activities at or sponsored by Annapolis Dance Factory. We understand that dancing is a physical activity and that there is a specific risk and inherent danger to the participant, including danger of physical injury associated with this sport. The participant and guardian agree to use proper safety procedures designed to minimize the risk of injury, but understand that a risk remains. **Guardian / Participant expose participant to the risk of injuries including but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, loss of use of arms and/or legs, eye damage, disfigurement or death. We specifically assume and take on all of the risks and responsibilities in any way associated with this activity.** We further understand that it is our sole responsibility to consult with a physician before participant engages in dance or other physical activity and to determine if participant has any pre-existing conditions which may affect child's participation.

In consideration of and in return for the opportunities to observe or experience dancing or sponsored events and/or the services, facilities, programs, instruction and other assistance provided to participant, **we release Annapolis Dance Factory (and its employees, agents and principals) from any and all liability, claims and actions that may arise from injury or harm to participant, from death or from damage to our property in connection with this activity.** We understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act of Annapolis Dance Factory (or its employees, agents or principals), including but not limited to negligence, mistake, or failure to supervise by the Annapolis Dance Factory.

Photographic Release: Participant and Guardian grant Annapolis Dance Factory permission to take photographs and convey all rights, title and interest in any and all photographic images and video or audio recordings made by Annapolis Dance Factory during the Participant's activities with Annapolis Dance Factory.

We recognize that this Release means we are giving up, among other things, rights to sue Annapolis Dance Factory, its employees, agents and principals for injuries, damages, or losses either Participant or Guardians may incur. We will hold Annapolis Dance Factory harmless and agree to fully indemnify for any loss. We also understand that this Release binds our heirs, executors, administrators, and assigns, as well as the Guardian and Participant.

Parent and Participant have read this entire Release, had the chance to seek independent counsel, ask any questions we may have about it, fully understand it and agree to be legally bound by it.

THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.

(Parent's Signature)
Individually and on behalf of Minor Participant
Date:_____

(Participant's Signature)

Witnessed By:_____
(Print Name of Witness)

Witness Signature

IMPORTANT NOTE: You are strongly encouraged to consult a physician before enrolling or participating in any dance class. We encourage those with pre-existing conditions to wear a medical alert bracelet or neck tag indicating the appropriate medical information. We strongly recommend that all participants have a medical insurance policy that will cover injuries or illness that may occur due to participation in or use of Annapolis Dance Factory programs, services, facilities and equipment. If you have any questions regarding the language or details of this document prior to signing, please contact Susan Anderson.