## Center Stage Dance Studio 1107 Rucker Blvd. Enterprise, AL 36330 WAIVER AND RELEASE OF LIABILITY

## PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

DISCLAIMER: CENTER STAGE IS NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING CLASS, COMPETING, PARTICIPATING IN OPEN STUDIO, BIRTHDAY PARTIES, SPECIAL EVENTS, DEMONSTRATIONS OR SHOWS, OR IN ANY OTHER WAY INVOLVED IN DANCE, ACROBATICS, OR DANCE COMPANY AT C.G. Dance Studio, dba Center Stage FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF C.G. Dance Studio, dba Center Stage, ITS OWNERS, OFFICERS, AGENTS OR EMPLOYEES.

In consideration of my participation, I hereby release and covenant not-to-sue C.G. Dance Studio, dba Center Stage and Crystal Stone Properties, Center Stage Dance Board of Directors and officers, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of C.G. Dance Studio, dba Center Stage and Crystal Stone Properties or others listed for property damage, personal injury, or wrongful death, arising as a result of any engaging in or receiving instruction in dance, acrobatics, or any other activities or activities incidental thereto, wherever, whenever, or however the same may occur, I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs or assigns. I appreciate that this Agreement applies whether the Released Parties are at fault or not and it limits the liability of all the Released Parties, notwithstanding that not all of the Released Parties are formal parties to this Agreement. I understand that Center Stage Dance, in securing execution of this Agreement by me, is acting as agent or trustee on behalf of or for the benefit of the Released Parties, who shall to this extent be or be deemed to be parties to this Agreement.

Further, I am aware that dance and acrobatics are vigorous sports activities involving height, rotation, twisting, straining of muscles, and stress on joints and muscles in a unique environment and as such they pose a risk of injury. I understand that dance and acrobatics and related activities always involve certain risks, including but not limited to serious injury to bones, joints, muscles, ligaments, etc. and that the mats and other safety equipment are provided for my and/or my minor's protection. The active participation of a coach or teacher will spot or assist in certain skills, but still may be inadequate to prevent serious injury. I understand that participation in dance, acrobatics, and related activities involves activities incidental to active participation in dance, including movement in choreography and class, conditioning, stretching, and other activities which may leave myself or my minor vulnerable to the reckless actions of other participants and self and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

I further agree to indemnify and hold harmless C.G. Dance Studio, dba Center Stage Dance and all others listed for any and all claims arising as a result of me or my child engaging in or receiving instruction in C.G. Dance Studio, dba Center Stage Dance and Crystal Stone Properties, LLC activities or any activities incidental thereto, whenever, wherever, or however the same may occur. I understand that by signing this Agreement, I am giving up the right to sue or make any Claim against the Released Parties on my behalf or on behalf of the Minor, and that this Agreement shall be binding on the heirs, executors, administrators, assigns, and personal representatives of myself or the Minor.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Alabama and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Alabama.

I affirm that I am of legal age and freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/ or remedies which may be available to me for the ordinary negligence of C.G. Dance Studio, dba Center Stage Dance and Crystal Stone Properties, LLC or any person listed above.

In consideration of C.G. Dance Studio, dba Center Stage Dance permitting me to participate or practice dance and to engage in all activities related to this sport, I hereby voluntarily assume all risks associated with participation and agree to exonerate, save harmless and release C.G. Dance Studio, dba Center Stage Dance and its instructors from any and all liability, medical expense, claims, causes of action or demands of any kind of nature whatsoever which may arise by or in connection with my participation in any activities related to the sport(s) indicated above.

I also consent to the use, by C.G. Dance Studio, dba Center Stage Dance, or anyone it authorizes, of any and all photographs, tapes, or other representations, and any reproductions thereof for the purpose of promotion (including sale, publication, display, and exhibition) without compensation. The member further consents to the use of the member's name in connection with such materials, and agrees that such materials and negatives shall constitute C. G. Dance Studio, dba Center Stage Dance property, with full rights of distribution.

Signature of Parent or Legal Guardian

Date

Please Print Name of Parent or Legal Guardian

Please Print Name of Participant