

Release of liability/Assumption of Risk

- 1. Risk Factors.** The undersigned understands and acknowledges that dancing is a strenuous activity that involves risks including but not limited to property damage, bodily injury, and death resulting from the use of equipment and facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.
- 2. Assumption of Risk.** The undersigned assumes all risks that arise out of the use of equipment or facilities, the activity itself, the acts of others, or the unavailability of emergency care, including but not limited to the risks stated above.
- 3. Acknowledgement of Policies and Procedures.** The undersigned acknowledges reading and knowing all of the policies, procedures, instructions, and rules relating to the activities, facilities, and/or equipment, and understands that the safe and proper use of the facilities and equipment during or outside of participation in dance activity depends upon carefully following such policies, procedures, instructions, and rules.
- 4. Acknowledgement of Requisite Skills and Training.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skill, qualification, or training is necessary to properly use the equipment and facility or to participate in the activity itself, or if he or she has any physical limitations, he or she shall direct all questions to the instructor and fully inform the instructor of any physical limitations before participating.

Items 1 - 4 _____ (Initial)

- 5. Release.** The undersigned hereby releases YU XIN, YU XIN DANCE STUDIO, and ZOHAR DANCE STUDIO from all liability and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, costs, fees, or expenses arising out of the activity, including those based on death, bodily injury, or property damage whether or not caused by the acts, omissions, negligence, gross negligence, or other fault of the parties being released.
- 6. Waiver.** The undersigned waives the protection afforded by any statute or law in any jurisdiction, including California Civil Code Section 1542, the purpose, substance, and effect of which 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 of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
- 7. Indemnify and Defend.** The undersigned agrees to indemnify and defend YU XIN, YU XIN DANCE STUDIO, and ZOHAR DANCE STUDIO ("indemnitees") and any of their employees or agents and hold them harmless from any and all claims, causes of action, damage judgments, costs, fees, or expenses, including attorney fees, which in any way arise from the activity or this agreement and which include but are not limited to damages to or destruction of any property of the indemnitees or any others, injury or death of the undersigned or anyone else, or any liability arising from the act, negligent act, or grossly negligent act of the indemnitee, the undersigned, or anyone else.

Items 5 - 7 _____ (Initial)

- 8. Pay.** The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.
- 9. Representatives.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns, and legal representatives.
- 10. Emergency Treatment Consent.** The undersigned, as a participant or the parent or guardian of a participant who is a minor, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.
- 11. Insurance.** The undersigned understands that indemnitees do not carry participant insurance. The undersigned is encouraged to have a physical examination for himself, herself, or his or her minor child who is a participant and to purchase health insurance prior to any and all participation.

Items 8 - 11 _____ (Initial)

Signature: _____ Date: _____

Consent and release on behalf of minor (name of minor: _____):

I am the parent and/or legal guardian of the above-named minor. I have read and understand that this agreement surrenders 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 minor's participation in this activity.

Signature: _____ Date: _____