

PARTICIPANT AGREEMENT, RELEASE, ACKNOWLEDGEMENT OF RISK

In consideration of the services of Voter’s School of Dance, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “VSD”), I hereby agree to release, indemnify, and discharge VSD, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that my participation in dance and instruction and other various disciplines entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls, muscle soreness and fractures, musculoskeletal injuries including head, neck, back; injuries to internal organs; negligence of other people; the negligence of other participants, or other persons who may be present; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. Traveling to and from shows, competitions and performance opportunities raises the possibility of any manner of transportation accidents. In any event, if your child is injured, your child may require medical assistance, at your own expense.

Furthermore, VSD employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather or other environment conditions. They may give incomplete warning or instructions.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless VSD from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of VSD equipment or facilities, including such claims which allege negligent acts or omissions of VSD.
- 4. Should VSD, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold harmless for such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
- 6. In the event that I file a lawsuit against VSD, I agree to do so solely in the state of New Hampshire, and I further agree that if any portion of this agreement if found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VSD on the basis of any claim from which I have rereleased them herein. I have sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by it’s terms.

Print Name: _____ **Phone:** _____

Address: _____ **City :** _____ **State:** _____ **Zip** _____

Email: _____

Signature of Participant or Parent: _____ **Date:** _____

**Parent’s or Guardian’s Additional Indemnification
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor’s name) (Minor) being permitted by VSD to participate in its activities and to use it’s equipment and facilities, I further agree to indemnify and hold harmless VSD from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected which such use or participation by Minor. Parent or Guardian _____

Print Name: _____ **Date:** _____