

# DX Liability Waiver & Release, Appearance and Medical Treatment Agreement

**LIABILITY WAIVER AND RELEASE:** In consideration for my child's participation in a DX event, I hereby acknowledged that as parent or legal guardian of the minor who is named below (hereinafter "Minor"), I hereby grant the permission necessary to allow Minor to participate in the above event to be conducted by DX - Dance Xtreme USA, Inc. (hereinafter "DX Inc."). I, on my own behalf, on behalf of Minor and any heirs, executors, administrators and next of kin, further agree to fully release and hold harmless DX Inc., the Hosting site (hotels, convention center, Disney, or other location or venue) on whose premises the event will occur (hereinafter the "Location"), any and all affiliates of DX Inc., including but not limited to DX Inc.'s owners, employees, directors, officers, representatives, members, agents, and volunteers of DX Inc. (hereinafter collectively "Releasees"), whether caused by the negligence of the Releasees or otherwise, from any claim, cause of action, property damage, judgment, loss, liability, cost and expense (including without limitation, attorney's fees and costs) arising out of or connected with the event, including any claim arising out of or connected with any illness, accident, injury, death or other damage that Minor may incur or sustain during the event, all activities associated with the event and while traveling to and from the event, whether or not the event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' owners, directors, employees, heirs, successors, assigns, executors and administrators against loss from any claims, demands, complaints, causes of action or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any type resulting to Minor. I further agree to reimburse any loss or cost Releasees may have to pay as a result of any such action, claim, or demand.

I understand that dance/gymnastics/performance can be a dangerous activity, and I/my Minor voluntarily agree to assume any and all risks associated with participation. I on behalf of my Minor understand the risks inherent with dance/gymnastics/performance, including the risk of catastrophic and/or serious injury, paralysis or even death. On behalf of my Minor, I voluntarily assume these risks with no liability to DX Inc. Further, I hereby agree to hold harmless and to indemnify DX Inc. and its representatives from any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of my participation with DX Inc. events.

I, on my behalf, and on behalf of my Minor, further agree to defend, indemnify, and hold harmless DX Inc. from and against any and all claims, judgments, losses, liabilities, costs and expenses "including without limitation, attorneys' and other professionals' fees and costs through and including any appeal" ("Claims") asserted against DX Inc. by me, or my Minor, for any harm that may result from participation in or in connection with the event. DX Inc. makes no representations or warranties, either express or implied, as to the condition or suitability of the Event venue.

On behalf of Minor, I hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware of this Liability Release releases DX Inc. from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk or injury or illness. I, in my own behalf of Minor, have signed this document voluntarily and of my own free will.

**APPEARANCE:** I understand that DX Inc., produces promotional material about their events. I understand that as a participant, I may be included in videos or photographs taken during the event. I hereby grant DX Inc., its successors, assignees, licensees, sponsors, television networks, and all other commercial exhibitors, the exclusive right to photography or video tape participant and further utilize the participants face, name, likeness, voice, and appearance as part of this program, and in advertising and promoting the DX events, without reservation or limitation. In granting this appearance, I understand that DX Inc. is under no obligation to exercise any of its rights, licenses, and privileges herein granted by the participant.

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**MEDICAL:** I authorize any representative of DX Inc., to act for me, according to their judgment, in any emergency situation regarding medical attention. I understand that my Minor may be transported to a medical facility by the local emergency unit for treatment if the local emergency resources deem it necessary at my expense. I understand I will be notified as soon as possible in the event of an emergency. All expenses of such treatment will be assumed by me or my insurance company. I have read this Medical Release, and I agree to the above terms.

**NO REFUNDS.** I, the undersigned, acknowledge and accept that there are no refunds on any fees, for any reason, other than the DX Inc. events being cancelled by DX Inc. I also understand that all returned checks from financial institutions will incur an additional \$35 fee. All credit card reversals will incur an additional 3.5% charge of the original amount transaction. If outstanding accounts are sent to an outside collections agency, the invoiced will incur penalties up to 25% of the original invoice or the maximum permitted by state law. Further payments will only be accepted by money orders, or cashier's check.

I certify that I am 18 years old or older and, if applicable, that my child or Minor is under 18 years old. I acknowledge that DX Inc. is not responsible for supervising me, or my Minor. This Release/Waiver will be governed by the laws of the State of Minnesota, and any action under this Release/Waiver will be venued in State court in Minnesota.

PRINT Minor Name \_\_\_\_\_  
 PRINT Parent/Guardian Name \_\_\_\_\_  
 SIGNATURE Parent/Guardian \_\_\_\_\_  
 DATE \_\_\_\_\_  
 Studio / Team / Organization Affiliation \_\_\_\_\_

DX Events • PO Box 939 • Anoka, MN 55303 / registration@DXevents.com / T (763) 792-8989 • F (763) 792-8980

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