

## **Liability Waiver and Release:**

### **ANNUAL PARTICIPATION, RELEASE AND ASSUMPTION OF RISK AGREEMENT**

In consideration of the services of Santa Barbara Dance Arts, Arts Mentorship Program, 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 "SBDA"), I hereby agree to release, indemnify, and discharge SBDA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that my participation in dance, aerial arts, aerial silks, Pilates, aerial yoga, yoga, acrobatic training, jumping, trampoline activities, and instruction activities both individual and group 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; falling from equipment; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards; strains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. -\*

1. Furthermore, SBDA 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 environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
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, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SBDA 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 SBDA's equipment or facilities, including any such claims which allege negligent acts or omissions of SBDA.
4. Should SBDA 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 them harmless for all 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 I may have.
6. I accept liability for any property damage that may occur as a result of participant's instruction, and I understand and accept that no promises or guarantees are made, explicit or implied.
7. I agree to abide by all of Dance Arts' policies, regulations and procedures, as they are presented to me now and as they may change from time to time. Students must wait inside for their parents collection and SBDA is not responsible for student that leave the studio before or after their scheduled activity. SBDA hereby refuses to accept responsibility for watching your student outside of their scheduled activity time.
8. In the event that I file a lawsuit against SBDA, I agree to do so solely in the state of California, county of Santa Barbara, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

### **Release of Liability for Photos and Videos**

I hereby give SBDA, Arts Mentorship Program, Alana Tillim, its directors, instructors, trainers, independent contractors, officers, employees, consultants, agents and film crews permission to film, videotape and/or photograph me and/or my child for the purpose of producing promotional materials in print and online. I have been advised this film, video, and/or photography will be used to promote SBDA and Arts Mentorship Program, Alana Tillim, its directors, instructors, trainers, independent contractors, officers, employees, consultants, agents and film crews, as well as healthy lifestyles and the benefits of dance. I also understand that the film, video and/or photography may be viewed in collateral material and/or online for the purpose of promoting SBDA and its affiliates. I release SBDA and Arts Mentorship Program, Alana Tillim, its directors, instructors, trainers, independent contractors, officers, employees, consultants and film crews from all liability arising from the use of the film, video and/or photography of myself or my child. I also understand and agree that no compensation will be paid to myself or my child for participating in this film, video and/or photography.

**By signing this document/agreeing to terms online, 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 SBDA on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

DANCER NAME \_\_\_\_\_ AGE \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN RESPONSIBLE FOR DANCER \_\_\_\_\_

PARENT PHONE # \_\_\_\_\_ PARENT EMAIL \_\_\_\_\_