

## Release and Waiver of Liability

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF FULL RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE AND INDEMNITY AGREEMENT SINCE DANCING HAS THE POTENTIAL TO BE DANGEROUS, WE REQUIRE ALL PARTICIPANTS TO ASSUME ALL RISKS BY SIGNING THIS DOCUMENT.

The participant and parent(s) and/or legal guardian/ advocate of the minor participant who sign this document agree: The parent(s) and/or legal guardian/advocate will instruct the minor participant that prior to participating in the above activity he/she should inspect the facilities and equipment to be used with me, and if he/she or I believe anything is unsafe, the participant or I will immediately advise FOMO Dance LLC DBA Southern Dance Theatre of the condition and refuse to participate.

I, as the participant or the minor participant and my parent or legal guardian/advocate, prior to participating in this event, have inspected the facilities and equipment to be used, and believe them to be safe, and am satisfied with the condition of the facilities and equipment.

We fully understand and voluntarily accept that:

- A. There are risks and dangers associated with participation in the above activity which could result in bodily injury, partial and/or total disability and death.
- B. I, as a participant, or minor participant have no physical or mental condition which would interfere with my ability to participate in or attend any such event or activity, or that would endanger my health or safety.
- C. I am warranting that the minor child has no physical or mental condition which would interfere with his/her ability to participate in or attend any such event or activity, or that would endanger his/her health or safety.
- D. The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
- E. These risks and dangers may be caused by the action, inaction, negligence or carelessness on the part of FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees.
- F. There may be other risks not known to us or not reasonably foreseeable at this time.

IN CONSIDERATION of permitting \_\_\_\_\_ to enroll in and participate in dance at  
(Name of Participant)

FOMO Dance LLC DBA Southern Dance Theatre in the City of Lake Worth and Boynton Beach, County of Palm Beach and State of Florida, beginning on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Undersigned agrees, for himself/herself, his/her family his/her heirs, executors, administrators and assigns, and voluntarily releases, discharges and promises not to sue FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees for any and all claims for personal injury, property damages or wrongful death occurring to himself/herself arising out of engaging (or receiving instruction) in said activity or any activities incidental thereto wherever or however it may occur and for whatever period the activities or instructions may continue and whether it is caused by the negligence or carelessness, or otherwise, of the persons or entities conducting or sponsoring the event.

The Undersigned further agrees, for himself/herself, his/her family, his/her heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be prosecuted against FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees, he/she shall indemnify, save and hold harmless the same FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees for any and all claims by whomever or wherever made for personal injuries, property damages or wrongful death whether caused by the negligence, carelessness, or otherwise, of the persons or entities mentioned above.

On behalf of the participant and individually, the Undersigned parent or legal guardian/advocate for the minor participant executes this Release and Waiver. If, despite this Release, the participant makes a claim against FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees, the parent or legal guardian/advocate agrees that he/she: (1) will reimburse/indemnify FOMO Dance LLC DBA Southern Dance Theatre of their insurance company for any money which they paid to the participant; (2) will reimburse/indemnify them or their insurance company for any reasonable costs incurred, including attorney's fees; and (3) will hold them harmless.

I, on behalf of the minor participant and individual, further agree and promise to hold harmless and indemnify FOMO Dance LLC DBA Southern Dance Theatre or any of its officers, agents, servants or employees from all deferred costs, including attorney's fees, or from any other costs incurred in connection with claims for personal injury, property damage or wrongful death which I, or the minor participant, may negligently or intentionally cause to other third parties in the course of participating in this activity.

If any portion of this agreement is held invalid, it is agreed that the balance thereof shall continue in full leg force and effect.

It is the intention of \_\_\_\_\_ by this document to relieve FOMO Dance LLC DBA Southern Dance Theatre, or any officers, agents, servants or employees from any responsibility from personal injury, property damage or wrongful death whether caused by the negligence, carelessness, or otherwise, of the person or entities mentioned above.  
(Print name of Participant Age 19 or minor's parent/legal guardian/advocate)

I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT IN DANCE, WHETHER KNOWN OR UNKNOWN, AND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHT TO SUE FOMO DANCE LLC DBA SOUTHERN DANCE THEATRE., WHETHER CAUSED BY NEGLIGENCE OF SAID PERSONS OR ENTITIES.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS and further agree that no oral representations, statements or inducements apart from this agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.

\_\_\_\_\_  
1. Parent or Legal Guardian/Advocate

DATE: \_\_\_\_\_

\_\_\_\_\_  
2. Participant, 19 Years or Older

DATE: \_\_\_\_\_

\_\_\_\_\_  
3. Witness

DATE: \_\_\_\_\_