**North Carolina Dance Factory**

Liability and Release

I, the undersigned parent(s) and/or guardian(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­\_\_\_\_\_\_\_\_\_\_\_\_ (named minor child), hereby give permission for my minor child to attend and participate in all classes and related activities provided by the North Carolina Dance Factory. In consideration of the aforementioned minor child being allowed to attend and participate in such classes and activities, I hereby agree to the following provisions:

1. **ASSUMPTION OF RISK**

Participation in classes and related activities offered by the North Carolina Dance Factory include physical exercise, dance, and other related recreational facilities. I understand that there is an inherent risk of injury when choosing to participate in any physical exercise, dance, and/or related recreational activity. My minor child’s participation is a voluntary activity in all respects and I assume all risks of injury and illness that may result to my minor child from participation in any North Carolina Dance Factory class or related activity. I further recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any injuries, damages, or loss which I or my minor child may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with classes and activities offered by the North Carolina Dance Factory.

1. **RELEASE OF LIABILITY**

I hereby release and discharge the North Carolina Dance Factory and their agents, employees, sponsors, and those whose facilities are being used for dance classes and related activities (collectively, the “Released Parties”) from any and all liability, claims, and causes of action from injuries or illness, damages or loss which I or my minor child may have or which may accrue to me or my minor child based on my minor child’s participation in North Carolina Dance Factory classes or activities. This is a complete and irrevocable release and waiver of liability. Specifically, and without limitation, I hereby release the Released Parties from any liability, claim, or cause of action arising out of Released Parties’ negligence. I covenant not to sue the Released Parties for any alleged liabilities, claims, or causes of action released hereunder.

1. **INDEMNITY**

I further agree to indemnity and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness, damages, loss, including, but not limited to attorneys’ fees, sustained by my minor child or I and arising out of, connected with, or in any way associated with my participation in dance activities.

1. **EMERGENCY CARE AUTHORIZATION**

In the event of any emergency, I authorize the Released Parties to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my minor child’s immediate care and agree that I will be responsible for payment of any and all medical services rendered.

1. **CERTIFICATION OF FITNESS**

I understand that it is my responsibility to consult a physician before my minor child undertakes any physical exercise. I certify that my minor child is in good health and sufficient physical condition to properly participate in North Carolina Dance Factory classes and related activities.

1. **ATTORNEY’S FEES AND JURY TRIAL**

I hereby agree that any legal fees, including attorney’s fees, incurred as a result of or arising out of this agreement shall be the responsibility of class participant. Furthermore, I expressly waive the right to a jury trial.

By signing below, I acknowledge that I am entitled to have an attorney of my choosing to review this release prior to signing. I have read the foregoing release in its entirety and understand that I am signing complete and perpetual release and bar to any and all claims of negligence as defined.

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Name of Parent or Guardian

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