

## Activity Release of Liability & Waiver

**Event:** Dance Workshop/ Dance Show/ Dance Lesson

**Organizer:** Ewa Lukasik – Tokarz operating as First Dance Atelier

**\*PARTIES MUST SIGN THIS WAIVER TO PARTICIPATE IN ANY OF OUR ACTIVITIES. READ CAREFULLY BEFORE SIGNING.\***

### Acknowledgment and Assumption of Risk

I am fully aware of the inherent dangers and risks, to my person and property, associated with the following activity that I am to participate in.

Dance Workshop / Dance Show/ Dance Lesson (the “Activity”)

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I understand that the above activity involves certain risks for potential injury. And, that any personal protective equipment that will be provided may be inadequate to prevent serious injuries. I also understand that there are potential risks and dangers that I may not be currently aware of.

Nevertheless, **I voluntarily elect to participate in the above activity with full knowledge and awareness of the danger and risk involved. I hereby agree to accept and assume any and all risks of property damage, personal injury, or death.**

First Dance Atelier does not provide insurance to the participants of the said activity, and that anyone who wished to be covered should provide their own insurance. The Organizer hereby waives any responsibility and liability to any damages and injuries resulting from this activity.

### Waiver of Liability and Indemnification

**In consideration of being allowed to participate in the above-mentioned activity**, I, the undersigned, and on behalf of my personal representatives, heirs, next of kin, successors and assigns, hereby forever;

- **Waives, releases, and discharges** Ewa Lukasik – Tokarz operating as First Dance Atelier, her employees, agents and contractors, and anyone for whom Ewa Lukasik – Tokarz is responsible in law ( herein “the Released Parties”), **FROM ALL LIABILITY, CAUSES OF ACTION, CLAIMS AND DEMANDS** howsoever caused, whether resulting in injury or death, to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree

**NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss, or harm that occur during the Activity or are related in any way to the Activity.

- **I hereby agree to indemnify, and hold harmless** Ewa Lukasik – Tokarz operating as First Dance Atelier, her employees, agents and contractors, and anyone for whom Ewa Lukasik – Tokarz is responsible in law ( herein “the Released Parties”) against any and all claims for my own negligence, and any other claims arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including solicitor-client fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

### **Compliance with Activity Instructions, Rules, and Regulations**

I agree to abide by activity’s rules and regulations, as wells as all and any instructions, provided by First Dance Atelier, its staff, employees, and officers while participating in the above-mentioned activity.

### **Independent Contractors**

I acknowledge that First Dance Atelier has no control over and assumes no responsibility for the actions of any independent contractors while providing any services or acting as officers for the Activity.

### **Use of Image and Likeness**

I understand that I may be photographed and filmed during the activity. To the fullest extent allowed by the law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to First Dance Atelier and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

### **Severability**

I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, the remainder shall continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

### **Governing Law**

This Agreement is governed by and shall be construed in accordance with the laws of the province of Alberta.

**I HAVE FULL READ AND UNDERSTAND OF THE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT. AND, THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I ALSO UNDERSTAND THIS CONTRACT AFFECTS MY LEGAL RIGHTS, AND HEREBY SIGNS IT ON MY OWN FREE WILL.**

**Participant's Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**IF THE PARTICIPANT IS A MINOR, THE PARENT OR A RESPONSIBLE ADULT MUST SIGN THIS FORM BELOW:**

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** Ewa Lukasik – Tokarz operating as First Dance Atelier from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that the laws of \_\_\_\_\_ state does not permit to be excluded by agreement.

**Parent's/Guardian's Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_

**Relationship:**\_\_\_\_\_

**Date:**\_\_\_\_\_