

# DANCE CLASS RELEASE OF LIABILITY ("Waiver")

### **DETAILS OF ACTIVITY**

1. The Dancer will be participating in Dance Class with Lori Duperon and Spirit/Joy Dance.

## **CONSIDERATION**

- 2. In consideration of being permitted to participate in the Dance Class, the Dancer releases and forever discharges the Dance Teacher and assigns for all matter of actions, causes of action for or by reason of injury, disability, death, COVID19, communicable disease and property damage. I understand that although the Teacher will endeavor to reduce the risk of injury from Dance Class, the Teacher cannot guarantee that I will not be injured. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN DANCE CLASS. I AGREE TO ASSUME ALL RISKS OF ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, DISABILITY, DEATH, COVID 19, OTHER COMMUNICABLE DISEASE, DAMAGE, AND LOSS ARISING FROM PARTICIPATION IN DANCE CLASS.
- 3.Dancer understands that the Dancer would not be permitted to participate in the Dance Class unless the Dancer signed this Waiver.

#### **CONCURRENT RELEASE**

4. The Dancer acknowledges that this Waiver is given with the intention of waiving and releasing all claims, now known or hereafter known, against the Teacher on account of personal or psychological injury, illness, pain, suffering, disability, death, property damage, or financial loss arising out of or attributable to Dance Class, whether arising out of the ordinary negligence of the Teacher or otherwise. I agree not to make or bring any such claim against the Teacher, and forever release and discharge the Teacher from liability under such claims.

## **FITNESS TO PARTICIPATE**

5. The Dancer confirms to Dance Teacher that Dancer is in good health and proper physical condition and does not have any physical limitations, medical ailments or physical or mental disabilities that would limit or prevent the Dancer from participating in the Dance Class. If required, the Dancer will obtain a medical examination and clearance. If at any time Dancer believes they are no longer in proper physical condition (including symptoms of COVID 19) to participate in Dance Class, Dancer will immediately discontinue further Dance Class participation.

#### **FULL AND FINAL AGREEMENT**

6. This release may not be orally modified and constitutes the entire agreement of the Teacher and Dancer with respect to the subject matter contained herein and supersedes all prior and contemporaneous agreements, both written and oral, with respect to such subject matter. If any term or provision of this release is deemed invalid, illegal, or unenforceable, all other terms or provisions shall remain in full force and effect.

#### **GOVERNING LAW**

7. This Waiver will be governed by and construed in accordance with the laws of the State of North Carolina.

EME	RGENCY CONTACT(S)		
8.	Name:		(required)
	Phone:	(required)	
	Name:		(optional)
	Phone:	(optional)	
UND	•	AND I AM VOLUNTARILY GIVING I	READ THIS DOCUMENT AND FULLY JP SUBSTANTIAL LEGAL RIGHTS,
Sign	ature:		Date:
Print	red Name:		
Mob	ile:		
Ema	il Address:		