



Student's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone#: \_\_\_\_\_ Email: \_\_\_\_\_

To DANCE COLLECTIVE (the "OPERATOR") and THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT USED IN DANCE PROGRAMS, and their respective directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this agreement the term DANCE PROGRAMS shall include all activities, programs, events, classes and services provided, sponsored or organized by the Operator including but not limited to: yoga, Pilates, aerobics, dance, ballet, personal training; use of facilities and fitness conditioning equipment, nutritional and dietary programs; orientation or instructional sessions or lessons and all other such related activities.

ASSUMPTION OF RISK

I am aware that my participation in DANCE PROGRAMS involves many risks, dangers, and hazards which could result in damage, loss or physical injury to me. Some of these risks, dangers, and hazards include, but are not limited to:

- \* Health: overexertion, dehydration, fatigue, lack of fitness or conditioning.
\* Premises: defensive, dangerous or unsafe condition of the facilities; slips and falls. Accidents causing injuries caused by falling, collisions with objects equipment or persons; inadvertence of teachers; failure to notice.
\* Any injuries occurring on DANCE COLLECTIVE premises, including slips or falls, dance accidents and all other such related activities.
\* Any allergic reaction which may result in accident, injury or death.
\* Advice: negligent advice regarding these dance programs.
\* My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and the negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees, may fail to safeguard or protect me from the risks, dangers and hazards of DANCE PROGRAMS, some of which are referred to above.

Despite the risks, dangers and hazards of DANCE PROGRAMS, and fully understanding such risks, dangers and hazards, I wish to participate in DANCE PROGRAMS with the Operator, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in DANCE PROGRAMS and permitting my use of their equipment, facilities and services, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I may have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in DANCE PROGRAMS DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
\* negligence on the part of the Releasees;
\* breach of contract by the Releasees;
\* breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
\* breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, on the part of the Releasees; and
\* the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of DANCE PROGRAMS, some of which are referred to in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense, or injury to any third party resulting from my participation in DANCE PROGRAMS.
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

SAFETY: I am familiar with the proper use of the equipment. I am aware that there are dance instructors and staff available to answer any questions I may have as to the proper use of equipment.

In entering into this Agreement I am not relying on any oral, visual or written representation or statements made by the Releasees with respect to the safety of DANCE PROGRAMS other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in DANCE PROGRAMS.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia. Any litigation involving the parties to this agreement shall be brought exclusively within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Witness: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF  
CLAIMS, ASSUMPTION OF RISKS  
AND INDEMNITY AGREEMENT**

**(hereafter: "The Release Agreement")**  
BY SIGNING THIS YOU WILL WAIVE  
CERTAIN LEGAL RIGHTS INCLUDING  
THE RIGHT TO SUE.

*PLEASE READ CAREFULLY*

Initial

THE ACTIVITIES REFERRED TO IN THIS  
RELEASE AGREEMENT INVOLVE RISKS,  
DANGERS AND HAZARDS INCLUDING THE  
RISK OF DAMAGE, LOSS, PERSONAL INJURY  
AND DEATH. THESE RISKS, DANGERS AND  
HAZARDS ARE MORE FULLY DESCRIBED ON  
THE FOLLOWING PAGES. ALL PARTICIPANTS  
IN THESE ACTIVITIES ARE REQUIRED TO  
SIGN THIS RELEASE AGREEMENT WHICH IS  
INTENDED TO PREVENT PARTICIPANTS  
FROM SUING IN THE EVENT OF AN  
ACCIDENT. PLEASE TAKE THE TIME TO  
REVIEW THIS DOCUMENT CAREFULLY.