

THE FABULOUS FEET DANCE STUDIO

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AGREEMENT/WAIVER RELEASE FOR AERIAL ARTS/WEIGHTLESS CLASS/TUMBLING 2017-2018

This agreement between the student, their parent(s) and the Fabulous Feet Dance Studio must be signed by all parties and turned into the office before any instruction will begin.

- I acknowledge that my participation in aerial arts training and instruction, including trapeze, aerial fabric and other disciplines entails known and unanticipated risks that could result in physical or emotional injury or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
- **The risk include, among other things:** exposing its participants to the potential for slips and falls and falling; rope burns; pinches; scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even severe threatening hazards; strains, sprains, cuts, bruises, muscle soreness and fractures; musculoskeletal injuries including head, neck, and back; injuries to internal organs; the negligence of other people; my own physical condition; and the risk of emotional and psychological injuries or physical damage associated with this activity. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
- Furthermore, Fabulous Feet Dance Studio employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's fitness, medical conditions, or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Fabulous Feet Dance Studio from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Fabulous Feet Dance Studio's equipment or facilities, **including any such claims which allege negligent acts or omissions of Fabulous Feet Dance Studio.**
- Should Fabulous Feet Dance Studio or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical conditions I may have.
- When practicing any class using an apparatus, always do so with a trained professional, with load-tested fabric hanging from load-tested rigging. (Our rigging and fabric has been tested by sky gym and aerial essentials).
- It is recommended that you check with your doctor or healthcare provider before commencing any exercise especially a rigorous program that includes inversions. Those with certain medical conditions, such as glaucoma and high blood pressure, are advised not to undertake this practice, so be sure to check your medical history.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Fabulous Feet Dance Studio on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

SIGNATURE OF STUDENT _____ PRINTED NAME: _____

SIGNATURE OF PARENT _____ PRINTED NAME: _____

SIGNATURE OF DIRECTOR _____