



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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.

You have the right to consult legal counsel if there is any part of this contract you do not understand.

PLEASE READ CAREFULLY. PARENTS SHALL FILL OUT THIS CONTRACT ON BEHALF OF THEIR MINOR CHILD(REN).

Name	Date of Birth		
Address	City	State	Zip
Email	Phone		
Emergency Contact	Emergency Phone		

There are significant elements of risk in any dance ACTIVITY (hereafter "ACTIVITY"). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an ACTIVITY at which you may or may not be skilled; however, we wish to remind you the ACTIVITY has foreseeable and unforeseeable risks and certain risks cannot be eliminated without destroying the unique character of the physical ACTIVITY. The same elements that contribute to the character of the ACTIVITY can be causes of serious injury to persons, death, and/or loss of or damage to equipment and can occur by accident, through negligence, or even intentionally. It is important for you to know in advance what to expect and to be informed of the inherent risks.

In consideration of Velocity Dance Center's services with relation to the ACTIVITY, Velocity Indemnified Parties, I voluntarily agree to release, indemnify and forever discharge and hold harmless Velocity Dance Center, and its agents, members, managers, owners, officers, directors, employees, volunteers, participants, and all other persons or entities acting in any other capacity with relation to the ACTIVITY (hereafter collectively referred to as the "Velocity Indemnified Parties") from any and all claims, demands, or causes of action, which are in any way connected with my participation in the ACTIVITY or my use of Velocity Dance Center's equipment or facilities, including any such claims which allege negligent acts or omissions of any Velocity Indemnified Party, on behalf of myself, my children, my heirs, my assigns, my personal representative and my estate as follows:



1. PARTIAL LISTING OF RISKS: I acknowledge the inherent known and unanticipated risks of the ACTIVITY, including those which could occur on the dance floor or damage to any equipment, or accidental physical or emotional injury, illness, or in extreme cases, permanent trauma or death. I realize that these risks cannot be eliminated without jeopardizing the essential qualities of the ACTIVITY. The risks may include but are not limited to: falling to the ground, falling on others, or being fallen on by others; injuries resulting from the negligence of other dancers, visitors, participants, officers, directors, employees, volunteers, agents, or other persons who may be present; and/or my own negligence and/or over training; negligence of designers, equipment; injuries occurring in the dance room but also the hallway, the office, the locker room, the rest rooms, the parking lot, the property surrounding the dance studio. I agree that there are possible accidents which I cannot foresee, and that Velocity Dance Center cannot foresee. I understand that there are also unforeseeable and freakish accidents which may occur and I assume all risk associated with such accidents. I agree to pay attention to the condition of my body, the persons around me, the equipment I use and to advise staff if I inflict or notice any damage.

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2. EXPRESS ASSUMPTION OF RISKS: I am aware that the ACTIVITY may entail risks of injury or even death to any participant. I understand the description above of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I knowingly and willingly agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in the ACTIVITY is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I expressly agree, accept and assume all of the risks which exist in the ACTIVITY.

I agree that my instructor may physically touch me in a manner that assists me in the ACTIVITY. Velocity Dance Center has a very "hands on" professional approach by physically maneuvering me into proper dance technique and position. I agree this physical touch is for my protection against injury. I agree that if an employee/instructor makes a specific request or gives an instruction to me, I will comply. I accept that if I choose to ignore or disobey instructions given to me that, for my own safety and the safety of others, I may be permanently removed from the facility and/or program. I agree that the jobs of Velocity Dance Center employees are difficult and that they seek to create a safe environment by giving adequate warnings and/or instructions but that they are not infallible. I agree that Velocity Dance Center employees may not be aware of a participant's health, fitness or abilities; that they might misjudge specific situations, elements of the facilities or its equipment; that they may give inadequate warnings or instruction; or that the equipment being used might malfunction and I accept the risks of each of the foregoing.

I agree to assume all risk of loss or damage to my equipment, or accidental physical or emotional injury, illness, or in extreme cases, permanent trauma or death that may occur while I am on studio property or while I am engaged in any ACTIVITY. I hereby voluntarily release, remise and forever discharge and covenant not to sue the Velocity Indemnified Parties, from all liability for any such personal injury that I may incur, and any and all claims, demands or causes of action, which are in any way connected with my participation in the ACTIVITY or my use of Velocity Dance Center's equipment and/or facilities.

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3. INDEMNITY-ATTORNEY'S FEES-JURISDICTION-VENUE: In the event any claim, demand or cause of action is made against a Velocity Indemnified Party by the undersigned or by any minor over who I have supervisory responsibility (whether or not the undersigned is physically present at the time of the occurrence of any injury, damage or loss), I agree to indemnify, hold harmless, and defend the said Velocity Indemnified Parties, including the payment of reasonable attorney's fees, for any claim arising in whole or in part from alleged negligent action or inaction on the part of any Velocity Indemnified Party. Should any Velocity Indemnified Party, 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 harmless that party for all such fees and costs.

In the event that I file a lawsuit against Velocity Dance Center or any other Velocity Indemnified Party, I agree to do so solely in the state of Oklahoma, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. 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 Velocity Dance Center or any other Velocity Indemnified Party on the basis of any claim from which I have released them herein.

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4. CAPABILITIES-HEALTH-INSTRUCTION: I certify that I have no medical, emotional and/or physical conditions which could interfere with my safety in this ACTIVITY, 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 certify that I am fully capable of participating in this ACTIVITY. Therefore I assume and accept full responsibility for myself, including all minor children in my care, custody and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this ACTIVITY. In the event of any injury or illness, I hereby authorize any medical treatment deemed necessary.

5. PHOTO-VIDEO AUTHORIZATION: I grant Velocity Dance Center permission to use my photographs, video images and/or quotes in any Velocity Dance Center publicity pieces. Publicity pieces include (but are not limited to) news releases, videos, publications, displays, newsletters, brochures, and web use, including but not limited to any and all social media pages now known or hereinafter maintained by the Velocity Dance Studio in perpetuity. I further understand and accept that the Velocity Dance Studio cannot prevent others from posting photos and/or videos on social media sites or publishing to the web photos and/or videos that may contain my image. Therefore, I assume and accept all risks associated with my image being posted on social media sites and/or published to the web. I hereby knowingly and voluntarily release, indemnify, and hold harmless the Velocity Indemnified Parties from all liability for any such causes of action that may occur from my image being posted on social media and/or published to the web by any Velocity Indemnified Party.

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6. TRANSPORTATION: Participants are expected to provide transportation for themselves to and from the site of activities. In the event that transportation by a Velocity Indemnified Party is accepted by a participant, I hereby voluntarily release, indemnify, forever discharge, and hold harmless the Velocity Indemnified Parties from all liability for any personal injury or other damages of any kind that may occur as a result of such transportation, and from any and all claims, demands, causes of action, which allege negligent acts or acts of omissions of any Velocity Indemnified Party which are in any way connected with transportation of the participant.

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7. SAFETY GUIDLEINES/RULES FOR VELOCITY DANCE CENTER:

Please read each of the following guidelines and initial in the box provided at the end of this section. If you **have any questions please inquire with Velocity Dance Center staff. Velocity Dance Center requires that parents or legal guardians of participants under the age of 18 initial for that participant, after thoroughly explaining the guidelines.**

- I acknowledge and understand that, as a client of Velocity Dance Center, I have a responsibility to conduct myself and any and all persons under my supervision, including minor children, in a proper, courteous, and safe manner.
- I acknowledge and understand that no one may use the equipment and/or facilities at Velocity Dance Center while under the influence of alcohol, drugs or controlled substances.
- I acknowledge that proper dancing attire is required while participating in classes.
- I acknowledge that all Visitors must check-in at the front desk.
- I acknowledge and understand that Velocity Dance Center has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including but not limited to: horseplay, foul or rude language, or defiance of a Velocity Dance Center staff request.

I have read and agree to abide by all Velocity Dance Center rules.

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I certify that I have carefully read, clearly understood and have had sufficient opportunity to read this entire document and the terms and conditions stated herein. Further, I agree to be bound by its terms and acknowledge that this Agreement shall be effective and binding upon my heirs, assigns, personal representative and estate and for all members of my family, including minor children. I understand that this Agreement is a contract. I sign it of my own free will.

Signature

Date

**MINOR AGREEMENT, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY
(only those signing for minors complete this section)**

INSTRUCTIONS: Parent/guardian must initial and sign above, as well as initial and sign below.

PARENTS OR GUARDIANS ADDITIONAL INDEMNIFICATION (for participants under 18 years old)

In consideration of the Minor listed above (hereafter "Minor"), being permitted by Velocity Dance Center to participate in its activities and to use its equipment and facilities, I make this release and these representations on her or his behalf as well as my own, and I agree to assume responsibility for his or her safety. I further agree to indemnify and hold harmless the Velocity Indemnified Parties from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. This Agreement applies to and binds the Minor, myself, my children, my heirs, my assigns, my personal representative and my estate.

Parent/Guardian Printed Name

Relationship to Minor

Parent/Guardian Signature

Date