

**RELEASE**

I understand that the McKenna Dance Center is not responsible for left, lost, or stolen articles. I understand that the McKenna Dance Center has a no refund and no prorating policy. I understand that the McKenna Dance Center does not send out bills, and I will be responsible for all payments as indicated in the studio handbook (registration fee, tuition, costumes, late fees, etc.). I understand that dance is a physical activity where the main tool is the body. Therefore, for proper placement and to prevent injury to the dancer, instructors may physically touch or move the body. I understand that photos taken of dancers may be used for advertising or promotional purposes.

**RELEASE OF ALL CLAIMS:**

I have received, read, and understand the most current Studio Handbook for the McKenna Dance Center. I have indicated any health conditions the staff should know about on the registration form/sign-up sheet and hereby release and discharge the McKenna Dance Center, Zumba Fitness, its owners, members, instructors, and staff from and against any and all liability or causes of actions out of or in connection with said student's participation. I fully understand that said student assume all the risk in participating in any activity with the McKenna Dance Center. I understand that any activity that involves motion, rotation, height or inversion may cause serious accidental injury. I, the undersigned, have read this release and understand all of its terms. I hereby certify that I am the participant or legal guardian of said student. I also authorize the McKenna Dance Center to use said student's image for advertising or promotional purposes. I agree to pay all fees as indicated in the studio handbook, including late fees and returned check fees if applicable to my account.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

# Adult Participant Release & Waiver of Liability and Indemnity Agreement

**PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING McKenna Dance Center FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE**

## Assumption of Risk

I acknowledge and agree that any use of McKenna Dance Center facilities, services, equipment and premises (“Facilities”) and any participation in McKenna Dance Center programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

## Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that McKenna Dance Center, it’s officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

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Participant Signature

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Participant Name (Print Clearly)

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Date

# Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING McKenna Dance Center FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE**

### Assumption of Risk

I, in my legal capacity as the parent/guardian of the minor named below (“Minor”), acknowledge and agree that any use of McKenna Dance Center facilities, services, equipment and premises (“Facilities”) and any participation in McKenna Dance Center programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily, for myself and Minor, accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of Minor’s use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that McKenna Dance Center, it’s officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Minor, however occurring including, but not limited to, the negligence of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or death sustained from the use of Facilities and participation in Programs.

I further agree, in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Minor, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs.

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Minor Name (Print Clearly)

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Date

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Parent/Guardian Signature

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Parent/Guardian Name (Print Clearly)