

**\*READ CAREFULLY\***

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY - PARENTAL CONSENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way (including teaching thereof) in the services provided by Robin's School of Dance & Fitness, Inc., Evergreen Yoga \*Barre\* Fitness, Robin Van Es, and/or any instructor or staff member employed by Robin Van Es and/or Robin's School of Dance & Fitness, including but not limited to those services related to teaching and/or learning dance, tumbling, cheer, and fitness classes/instruction and/or competition (hereafter "ACTIVITY"), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of dance, tumbling, cheer, and fitness classes and competitions and that I am qualified, in good health, and in proper physical condition to participate in such ACTIVITY. I further acknowledge that the ACTIVITY poses hazards and I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the ACTIVITY.
2. FULLY UNDERSTAND that: (a) DANCE, TUMBLING, CHEER, AND FITNESS CLASSES AND COMPETITIONS AND ALL RELATED ACTIVITIES INVOLVE RISKS AND DANGERS OF PROPERTY DAMAGE AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the ACTIVITY, the condition in which the ACTIVITY takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor involved in the ACTIVITY, regardless of whether such loss, costs, and/or damages were incurred/sustained while in, about, or upon the premises, while using the premises, or any facilities owned or operated by the RELEASEES or while participating in the ACTIVITY in some other location, including but not limited to competition and/or event location.
3. ACKNOWLEDGE the contagious nature of COVID-19 and that although preventative measures set forth by the facility are intended to help reduce the spread of COVID-19, there is no guarantee I will not be exposed or infected by COVID-19 during my participation in the ACTIVITY, which exposure to or infection by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the RELEASEES and other participants and/or their families. I voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation, fully understanding that exposure or infection may result in personal injury, illness, permanent disability, and death. By participating in the ACTIVITY, I acknowledge notice of and agree to follow all facility rules, posted instructions, and protocols. I also agree to notify all guests I invite to be involved in my participation of the instructions and protocols disclosed (including the waiver and assumption of risk), those that may be made publicly available for the ACTIVITY, and those that may be conveyed prior to their arrival. By participating in the ACTIVITY, I acknowledge and agree that I am voluntarily assuming all risks of exposure to COVID-19 and agree to release, waive and discharge the RELEASEES from all claims directly or indirectly arising from my participating in the ACTIVITY.
4. CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I may suffer or cause while participating in the ACTIVITY. I agree to bear the costs of such injury or damage myself.
5. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Robin's School of Dance & Fitness, Ins. Evergreen Yoga \*Barre\* Fitness, Robin Van Es, or their administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the ACTIVITY takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE (See also below if participant is under 18 years of age): \_\_\_\_\_

I HAVE READ THIS RELEASE (initial here) \_\_\_\_\_ DATE: \_\_\_\_\_

**MINOR RELEASE**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF DANCE, TUMBLING, CHEER, AND FITNESS CLASSES AND COMPETITION ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I CERTIFY THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE THE MINOR OR I MAY SUFFER OR CAUSE WHILE PARTICIPATING IN THE ACTIVITY. I AGREE TO BEAR THE COSTS OF SUCH INJURY OR DAMAGE MYSELF. I INCORPORATE ALL OF THE ABOVE AVERMENTS AS IF FULLY SET FORTH HERE AND FURTHER HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_ EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_

I HAVE READ THIS RELEASE (initial here) \_\_\_\_\_ DATE: \_\_\_\_\_