

CRESTED BUTTE SCHOOL OF DANCE (CBSD)

WAIVER AND RELEASE OF LIABILITY AGREEMENT (AGREEMENT)

PLEASE READ CAREFULLY. THIS IS A WAIVER AND RELEASE OF LIABILITY OF CERTAIN LEGAL RIGHTS.

I UNDERSTAND AND ACKNOWLEDGE that there are risks associated with dance and related physical activity that may result in loss of property, bodily injury, and possibly death. I UNDERSTAND AND ACKNOWLEDGE these risks to be physical exhaustion, dehydration, and other conditions arising from physical activity. BY MY SIGNATURE HEREUNDER on behalf of me or my child, I certify that I am or my child is healthy and fit, and has no medical conditions which would preclude me or my child from participating in the CBSD programs and activities, and which may put me or my child at risk.

In consideration of my or my child's participation in the CBSD programs and activities, I hereby accept responsibility and EXPRESSLY ASSUME ANY AND ALL RISKS occasioned by and related to my or my child's participation the CBSD programs and activities, and I EXPRESSLY AGREE TO HOLD HARMLESS, INDEMNIFY AND FOREVER RELEASE CBSD, its directors, officers, employees, volunteers, agents, representatives, successors and assigns FOR ANY AND ALL LIABILITY AND FROM AND AGAINST ANY AND ALL CLAIMS OR DEMANDS WHATSOEVER NOW OR IN THE FUTURE related to my or my child's bodily injury, including death, or any other injury, disability, damage or loss of any kind, including property, as a result of or related to my or my child's participation in the CBSD programs and activities or any activities incidental thereto, however the same may occur, except for claims based on the intentional and willful and wanton actions of CBSD.

This Agreement includes any claims based on actual or alleged ordinary NEGLIGENCE or BREACH of any express or implied warranty. This Agreement shall not relieve CBSD of its reasonable obligation to avoid wanton and willful acts that may lead to injury, or damages, including death. However, it is also a COMPLETE WAIVER OF ANY AND ALL WARRANTY CLAIMS regarding the content and safety of the CBSD programs. By execution of this Agreement, the UNDERSIGNED EXPRESSLY AGREES NOT TO SUE CBSD, its directors, officers, employees, volunteers, agents, successors, representatives and assigns, and all others who are involved, on behalf of the child, and ACKNOWLEDGES AND AGREES that the UNDERSIGNED is releasing any and all rights to make a claim or file a lawsuit against CBSD, as a result of his/her or his/her child's participation in the CBSD programs and activities or any activities incidental thereto, however the same may occur except for claims based on the intentional and willful and wanton actions of CBSD.

If the participant is a minor, the UNDERSIGNED parent/legal guardian acknowledges that he/she is signing this release on behalf of the minor child, and that the minor child shall be bound by the terms of this Agreement. Further, by signing this Agreement as the parent or legal guardian of the minor child, the parent/ legal guardian understands that he/she is waiving certain rights on behalf of the minor child which the minor child may have, and that the parent/legal guardian is at least 18 years of age, is parent/legal guardian of the child, and has full legal authority to act on behalf of such child.

This Agreement shall be binding to the fullest extent of the law. If any part of this Agreement is found to be unenforceable, the remaining terms shall survive and shall be enforceable. This Agreement shall be binding upon the successors, assigns, personal representatives and executors, next of kin and heirs of the UNDERSIGNED, and the child. This Agreement shall be governed by Colorado laws, and jurisdiction and venue shall be in the Gunnison County, Colorado.

I HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AGREEMENT, UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, AND SIGN IT VOLUNTARILY.

DATED: _____

PRINT Participant's Name

Date of Birth

Signature of Participant

Address

SIGNATURE of Parent/Legal Guardian if Participant is a minor

Print Parent/Legal Guardian's Name