

PLEASE READ CAREFULLY, SIGN, DATE AND RETURN THIS FORM TO X STATIC

Waiver of Liability, Release, and Photograph/Video Agreement

I, on behalf of myself and my child/ward, if applicable, understand and acknowledge that attendance and participation in dance classes, performances and events held or sponsored by X Static Dance Studio LLC and its owners, officers, directors, managers, members, instructors, volunteers, and persons employed or engaged by it (hereinafter collectively referred to as "X Static") may present strain/stress on the body and its parts, and I/we attest that, to the best of my/our knowledge, I/we am/are in proper physical condition to attend and/or participate in such activities and that I/we assume the risk of such attendance and/or participation. I/we understand and acknowledge that attendance and/or participation in such activities are voluntary, and that I/we do so at my/our own risk.

I/we also understand and acknowledge that:

- a) there are risks and dangers associated with attendance and/or participation in dance classes, performances and events held or sponsored by X Static which could result in property damage and/or bodily injury including cuts, sprains, strains, pulled muscles, ligament/cartilage injuries, partial and/or total disability/paralysis, and/or death;
- b) the damages which could result from these risks and dangers could be severe;
- c) other risks may not be known and/or may not be reasonably foreseeable at this time; and
- d) such risks, dangers, and damages may be caused by or relate to acts and/or omissions of the participant or others, including X Static.

With this understanding and knowledge, I/we voluntarily and knowingly assume these risks, dangers, and the risk and responsibility for any losses and damages arising out of or relating to the same, however caused and whether caused in whole or in part by the acts or omissions of X Static.

In consideration of such attendance and participation, I/we, for my/our respective legal representatives, heirs, administrators, executors, and assigns, hereby release, discharge, and agree not to sue X Static, Arthur Murray Dance Company and the owner(s) of any premises upon which such classes, performances, and events are held, from any and all claims, demands, lawsuits, costs and expense, including but not limited to attorneys' fees and costs, for bodily injury and/or property damage, known or unknown, arising out of, resulting from, or relating to attendance and/or participation in any classes, performances, and events held or sponsored by X Static.

This release and discharge includes but is not limited to a release and discharge of any claims, demands, lawsuits, costs and expense, including but not limited to attorneys' fees and costs, arising out of, resulting from, or relating to any negligence or other claimed wrongful acts or omissions by X Static. I understand and acknowledge that it is my/our sole responsibility to be examined by a physician of my/our choosing before attending and participating in any classes, performances, and events held or sponsored by X Static, and to be familiar with the physical and/or mental demands associated with such activities. If at any time I/we believe conditions to be unsafe, or that I/we may not be in good health and physical condition to attend and/or participate in such activities, I/we will immediately refuse to attend and participate any further and will inform X Static of such conditions. I/we attest that before attending or participating in any activity, I/we will not have any physical or medical condition which would endanger myself/us or others.

If my child/ward is the Student, and if X Static cannot or is unable to contact me in case of an emergency involving my child/ward, I give permission to X Static to contact emergency personnel to examine and/or treat my child/ward.

I understand that Video taping and picture taking is not allowed during class time, photo shoots or during shows, rehearsals, without the permission of X Static Dance Studio.

I grant permission to use any photographs and/or videotape of myself and/or my child/ward taken during any class, event, performance, or otherwise, for broadcast and/or use in any public relations, marketing, advertisements, website, and/or literature for X Static Dance Studio LLC. I understand that no compensation will be paid for such use, and that permission for such use is being given in consideration for my and/or my child/ward being allowed to participate in such activities. I understand that I may refuse to grant permission to use any such photographs/videotapes, but that in that event the Student may and will likely not be allowed to perform in any classes, events, or performances held or sponsored by X Static Dance Studio LLC.

I HAVE READ THIS WAIVER OF LIABILITY, RELEASE, AND PHOTOGRAPH/VIDEO AGREEMENT AND, FULLY UNDERSTANDING ITS TERMS, EXECUTE THIS DOCUMENT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE AN UNCONDITIONAL AND COMPLETE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Student's Name

Student's Signature (If 18 years of age or older)

Date

Parent/Legal Guardian's Name (Print)

Parent/Legal Guardian's Signature

Date

(Please have Parent/Legal Guardian sign if student is a minor.)