

## PARTICIPANT WAIVER 2023.24

The undersigned participant and participant's parent or legal guardian represent that they are fully aware and apprised that there are risks and physical demands incident to the physical activities involved in dance, tumbling, dance competition and dance/tumbling, and that these classes contain dangers and inherent risks that can result in serious bodily injury or death that no amount of care, caution, instruction, or expertise can eliminate. I understand the scope, nature and extent of the risks involved and voluntarily and freely choose to assume any and all such risks. I fully understand that these activities involve risks of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by my own actions, or inactions, those of others participating in the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks event, 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, cost, and damages I incur as a result of my participation in the activity. Participant and Guardian further represent, having full knowledge of Participant's limitations that participant is physically fit and has sufficiently trained for participation in dance, tumbling, dance competition and dance/tumbling. Participant and Guardian or representatives hereby release, indemnify and hold harmless and Tip Tap Toe and each of their affiliates, officers, and agents for any and all claims, demands, losses, actions, liability, costs, damages and expenses (including attorney's fees and other costs of litigation), known or unknown, arising from or incident to any injury, loss of occurrence or omission related in any way to dance, tumbling, dance competition and dance/tumbling or the operation of Tip Tap Toe. to Participant agrees to adhere safety precautions dictated by the instructor and Tip Tap Toe. Participant and/or Guardian or representatives hereby release, indemnify and hold harmless Tip Tsp Toe and each of their instructors, affiliates, officers, and agents for any and all claims, demands, losses, actions, liability, costs, damages and expenses (including attorney's fees and other costs of litigation), known or unknown, arising from or incident to any injury, loss of occurrence or omission related in any way to dance, tumbling, dance competition and dance/tumbling or the operation of Tip Tap Toe. Participant and Guardian acknowledge that Tip Tap Toe does not provide insurance for injuries suffered in connection with dance, tumbling, dance competition and dance/tumbling and that it is the responsibility of participant and guardian to obtain adequate insurance coverage to cover the participant's risk of injury.

\_\_\_ I give my permission for my child/children to be transported by ambulance, aid car, or staff car to an emergency center for treatment in the case that a parent or guardian cannot be reached.

**Acknowledgment of Understanding:** The undersigned have read this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, and that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. I acknowledge that I have been advised to obtain independent legal advice concerning the ramifications of signing this document. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

### COVID Liability Waiver

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Tip Tap Toe has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19

I further acknowledge that Tip Tap Toe cannot guarantee that my child(ren) or I will not become infected with the Coronavirus/Covid-19 I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, staff, and other clients and their families.

I voluntarily seek services provided by Tip Tap Toe and acknowledge that my child(ren) and I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending Tip Tap Toe.

I hereby release and agree to hold Tip Tap Toe harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to my child(ren) and/or I and/or property that may be caused by any act, or failure to act of Tip Tap Toe, or that may otherwise arise in any way in connection with any services received from Tip Tap Toe. I understand that this release discharges Tip Tap Toe from any liability or claim that my child(ren) and/or I, my heirs, or any personal representatives may have against Tip Tap Toe with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Tip Tap Toe. This liability waiver and release extends to Tip Tap Toe together with all owners, partners, and employees.

Student Name \_\_\_\_\_ Signature \_\_\_\_\_ DATE \_\_\_\_\_