

Acknowledgement of Risk and Release of Liability (Family)



For All Students in the Province in which the Dance Activities are Provided by Pantuso Dance (0832774 BC Ltd)

Warning: this agreement will affect your legal rights. Read it carefully!

Every Student(s) 19 years or over, and/or Parent/Guardian of a Student(s) under 19 years must read and understand this waiver prior to the student(s) participating in Dance Activities.

The following waiver of all claims, release from liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the undersigned Student(s) (the "Student(s)") with and for the benefit of Pantuso Dance, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "organization").

Initial each item below after reading and understanding each item. Complete bottom section where applicable.

Initial here:	1. I am the Parent/Guardian of the Student(s) and am executing this waiver on behalf of the Student(s) in my capacity as Parent/Guardian or I am 19 years or over, and with the intent that this waiver be binding on myself and the Student(s) by the Organization.
Initial here:	2. "Dance Activities" includes but is not limited to contact and non-contact dance activities, lessons, classes, training, use of facilities, programs and services provided to the Student(s) by the Organization.
Initial here:	3. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Dance Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions on the floor or vicinity of the Dance Activities. I understand that the Risks are relative to the Student's state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Dance activities.
Initial here:	4. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from the Student's participation in Dance Activities. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Dance Activities, it is not possible for the Organization to make the Dance Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to the Student in the Student's participation in Dance Activities.
Initial here:	5. I acknowledge the Student's obligation to inform the nearest employee of the Organization if the Student(s) feels any pain, discomfort, fatigue or any other symptoms the Student(s) may be suffer during or immediately after his or her participation in Dance Activities. I understand that the Student(s) may stop participating at any time and has the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes the Student(s) uncomfortable or which the Student(s) believes will be harmful to him or her.
Initial here:	6. In addition to consideration given to the Organization for the Student's participation in Dance Activities, I and my heirs, next of kin, executors, administrators and assigns, as well as the Student's heirs, next of kin, executors, administrators, and assigns (collectively our "Legal Representation") agree" a. to waive all claims that I, the Student(s) or our Legal Representatives have or may have in the future against the Organization; and b. to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from the Student's participation in Dance Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.
Initial here:	7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities or whatsoever nature or kind arising out of or in anyway connected with the Student's participation in Dance Activities.
Initial here:	8. I agree to receive e-mails from Pantuso Dance that contain information about classes/recitals, upcoming programs, events, and promotions (please note this is our main form of communication).
Initial here:	9. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which the Student(s) is participating in Dance Activities. I hereby irrevocably submit to the jurisdiction of the courts of the Province or Territory.
Initial here:	10. I understand that Pantuso Dance has a privacy policy and they will not share information with those not listed on our family account. I have read and understand the privacy policy provided at www.pantusodance.com/policies/ .
Initial here:	11. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself, the Student(s) and our Legal Representatives.

1. Student's Name:	Student Signature if 19 years or over:
2. Student's Name:	Student Signature if 19 years or over:
3. Student's Name:	Student Signature if 19 years or over:
4. Student's Name:	Student Signature if 19 years or over:
5. Student's Name:	Student Signature if 19 years or over:

Family Address:

Parent/Guardian Name: Parent/Guardian Signature:

Signed this day of , 2018 Organization Witness Name & Signature: Kelly McCrea

All forms must be completed and returned to Pantuso Dance at your family's first class in September. Students who do not return a completed form will not be permitted to participate until a waiver is returned.