

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT- PLEASE READ CAREFULLY**

I, on behalf of myself and my family members and minors listed below ( herein after known as "I"), the undersigned, agree to abide by the policies, rules, and by-laws of the Dance Gallery, Inc.

I understand that the Dance Gallery, Inc. (herein after known as" DG") is committed to serving a broad cross-section of people in Miami-Dade, and agree that the DG retains the right to deny or revoke decline to permit participation, attendance or observation by any person, at its sole discretion at any time.

I understand that engaging in the different activities and programs at the DG, or otherwise connected with DG are done at my own risk, and that it is my sole responsibility to ensure that I am in the proper physical condition to engage in such activities or programs. I understand and acknowledge that participation and/or observation in the programs connect to DG, or otherwise-connected with DG, could in some circumstances result in physical injury, illness, (including exposure to and infection with viruses or bacteria), and including death, despite all safety precautions, and that I assume all risks and hazards incidental to the programs or activities in which I engage.

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in DG programs or accessing the DG facilities could increase the risk of contracting COVID-19. The DG in no way warrants that COVID-19 infection will not occur through participation in DG programs or through access to the DG facilities, and on behalf of myself and my family members and minors, assume the risk of such illness, injury, disability and death in connection with COVID-19.

I hereby release, indemnify, and hold harmless the DG, its employees, contractors, instructors, officers, directors, members, managers, agents and representatives, from any and all claims, loss, liability, actions, suits, expenses, damages, costs, or claims of any nature, in law or in equity, including attorney's fees and court costs, that may incur due to my presence and that of my family, in, upon or about the DG premises whether due to observation, participation in, or use of the property, facilities, services, including, but not limited to, the use of the swimming pool, use of DG equipment, as well as activities, use, or participation in any affiliated program.

I hereby assume full responsibility for and risk of loss and indemnify and hold harmless the DG, and its employees, contractors, instructors, officers, directors, members, managers, agents and representatives, for any claims, liability, damage, loss, psychological or bodily injury (including death) which may be sustained as a consequence of the attending at or participating in any and all of the programs, or any other activity connected with the DG, including use of the facilities and equipment, and transportation to and from these programs, notwithstanding any such damage, loss, psychological or bodily injury (including death) may have arisen out of the negligent acts or omissions or the gross negligence of the DG, and its employees, contractors, instructors, officers, directors, members, managers, agents and representatives.

I understand and acknowledge that the DG is not liable for any loss, damage or theft of Personal Property where ever located owned by myself or the persons listed below. Personal Property includes, but is not limited to, personal property located anywhere on the premises of the DG, storage, parking lot, and on behalf of myself, my family any minor child listed below, hereby expressly waive any claim(s) which we may have against the DG arising from or as a result of any such loss, damage or theft.

I permit the free use by the DG in any manner whatsoever of my name and family members' name(s) and photos, without compensation paid to me or my family members. If the member is under the age of eighteen (18), this form must be signed by a parent/guardian. I agree that only one parent needs to accept this agreement and I will hold harmless and indemnify DG should another parent/guardian contest this agreement.

**I HAVE READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM EXECUTING THIS RELEASE FOR MYSELF, MY CHILD OR WARD, (AND ON BEHALF OF HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS) and UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I INTEND BY MY SIGNATURE THAT THIS BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Print Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

I am the parent or guardian of the following minors and acknowledge that the terms and conditions of the above releases, waivers and indemnifications apply to them and I am executing this on their behalf:

Name of Child/Minor \_\_\_\_\_ Name of Child/Minor \_\_\_\_\_

Name of Child/Minor \_\_\_\_\_ Name of Child/Minor \_\_\_\_\_