

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

For the purposes of this agreement, I _____ certify that I am physically fit and have not been advised against exercise activity by a qualified medical professional. I certify there are no health-related reasons or problems which preclude my participation in the activities associated with Everyday Ballet.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATION IN ALL ACTIVITIES ASSOCIATED WITH EVERYDAY BALLET, including but not limited to performances, classes, workshops, and rehearsals.

IN EXCHANGE FOR MY PARTICIPATION IN EVERYDAY BALLET, I agree for myself (and if applicable, my family members) to the following:

- 1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings and to follow any oral instructions or directions given by Everyday Ballet LLC, or the employees, representatives, or agents of Everyday Ballet LLC.
- 2. Assumption of the Risks and Release.** I recognize there are certain inherent risks in undertaking the activities associated with ballet performance, classes, workshops, and rehearsals, and I assume full responsibility for personal injury to myself (and if applicable, my family members) and further release and discharge Everyday Ballet LLC and its employees, representatives, or agents for injury, loss, or damage arising out of my participation or my or my family's presence upon or use of the facilities of Everyday Ballet LLC, whether caused by the fault of myself, my family, Everyday Ballet LLC, or other third parties.
- 3. Indemnification.** I agree to indemnify and defend Everyday Ballet LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs which may in any way arise from my or my family's presence upon or use of all facilities where Everyday Ballet activities take place.
- 4. Fees.** I agree to pay for all damages to the facilities used by Everyday Ballet LLC caused by any negligent, reckless, or willful activities on the part of me or my family.
- 5. Applicable Law.** Any legal or equitable claim that may arise from participation of the above shall be resolved under New York law.

- 6. **No Duress.** I agree and acknowledge that I am under no pressure to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.

- 7. **Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

- 8. **Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure:

Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding and final arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

- 9. **Emergency Contact.** In case of emergency, please call
Name _____.
Relationship _____.
Phone Number _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Print Name: _____

Signature: _____

Date: _____