

PARTICIPATION WAIVER

By registering for or participating in Down For Dance programming, events, or other activities, I recognize and agree to the following, on behalf of the volunteer ("Volunteer"). I attest that I agree and have the authority to agree to the terms below on behalf of Volunteer.

- 1. I recognize that adaptive dance classes and related activities (including but not limited to in-studio classes, online or virtual classes, performances, camp, and other activities), including Down For Dance, require physical exertion that may be strenuous and may cause physical injury to Volunteer and I am fully aware of the risks and hazards involved.
- 2. I understand that it is my responsibility to consult with a physician prior to and regarding Volunteer's participation in any fitness program. I represent and warrant that Volunteer is physically fit and has no medical condition that would prevent full participation in Down For Dance activities.
- 3. In consideration of Volunteer being permitted to participate in Down For Dance classes and/or camp, I agree to assume full responsibility for any risks, injuries, or damages (known or unknown) or loss of any kind in which Volunteer may incur.
- 4. In further consideration of being permitted to participate in Down For Dance classes and/or camp, I knowingly, voluntarily and expressly waive any claim that Volunteer may have against Down For Dance, its employees, volunteers, directors, officers, and agents for any injuries or damages (known or unknown) that Volunteer may sustain as a result of participating in any Down For Dance class and/or camp at any studio or performance location.
- 5. This is a legally binding release, waiver, discharge and covenant not to sue (collectively "release") Down For Dance or any instructor for any injury, death, or loss of any kind caused by Volunteer's voluntary participation in any Down For Dance class or performance. This release, waiver, discharge, and covenant not to sue is made voluntarily by the undersigned releaser, on behalf of the releaser, on behalf of Volunteer, and on behalf of any heirs, executors, administrators, and legal representatives.
- 6. I certify that I am at least 18 years old as the volunteer or that I am the parent or legal guardian for Volunteer and have the legal right to waive these rights.
- 7. I have read the above release, waiver of liability and assumption of risk, fully understand its contents and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be the complete and unconditional release of all liability. I voluntarily agree to the terms and conditions stated above. This agreement remains in effect for as long as I participate in any Down For Dance class or other Down For Dance activities.