

# RELEASE OF LIABILITY FOR PARTICIPANTS

IN CONSIDERATION OF myself or, in the case of a minor child, my child (Name/ Name of Minor Child) \_\_\_\_\_ being allowed to participate in any way in Southold Dance Theater related classes, performances, and activities (the "Program"), the undersigned acknowledges, appreciates, and agrees that:

The risks of injury and illness, including communicable diseases such as MRSA, influenza, and COVID-19, to myself or my child from the activities involved in this Program are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

1. FOR MYSELF, SPOUSE, CHILDREN, AND ALL OTHER DEPENDANTS, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for myself and my child's participation; and,
2. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in myself or my child's health or readiness for participation in the Program itself, I will remove myself or my child from participation and bring such attention of the nearest official immediately; and,
3. I myself, my spouse, my children, and all other dependants, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Southold Dance Theater its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to myself or my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I, for myself, my spouse, my children, and all other dependants, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my and my child's involvement or participation in the Program, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
5. I assert that I am aware of, and if the parent/guardian assert that I have explained to my child: the risks of the activity, my and my child's responsibilities for adhering to the rules and regulations, and that myself and my child understand this agreement.

**I, FOR MYSELF, MY SPOUSE, CHILD, AND ALL OTHER DEPENDANTS, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Participant (Myself or my Child): \_\_\_\_\_

My Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

Name of Participant (Myself or my Child): \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_