Updated: October 2, 2024

## Risk and Liability Waiver

I, the parent and/or guardian of a minor at Lombardi Dance Academy realize that participation in dance classes and activities could involve some possible personal injury. Despite precautions, accidents and injuries may occur. By agreeing to this release form, I/we (the dancer and parent/guardian) assume all risks related to the use of any and all spaces used by the Lombardi Dance Academy.

I, the parent and/or guardian of a minor at Lombardi Dance Academy agree to release and hold harmless the Lombardi Dance Academy including its teachers, dancers, staff members, and facilities used by both entities from any cause of action, claims, or demands now and in the future. I/we will not hold the Lombardi Dance Academy liable for any personal injury or any personal property damage, which may occur on the premises before, during or after classes, workshops or recitals. Furthermore, I/we agree to obey the class and facility rules and take full responsibility for my/our behavior in addition to any damage I/we may cause to the facilities utilized by the Lombardi Dance Academy.

I understand that the Lombardi Dance Academy is a licensed and insured business. In the event that I/we should observe any unsafe conduct or conditions before, during or after my/our classes, workshops or recitals, I/we agree to report the unsafe conduct or conditions to the Owner, Director, Instructor or Staff member as soon as possible.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that there are no health-related reasons or problems which preclude my child's participation in this class or workshop. I certify that my child is in good health and does not pose a health risk to the public.

I acknowledge that this Risk and Liability Waiver will be in effect for any class, workshop or recital in which my child may participate, and that it will govern my and my child's actions and responsibilities at said class, workshop or recital. In consideration of my application and permitting my child to participate in this class, workshop or recital, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I HEREBY WAIVE, RELEASE, AND DISCHARGE the Lombardi Dance Academy and all divisions thereof of any and all liability and responsibility for injuries, sickness, pandemics, accidents, natural disasters and/or acts of God incurred during participation in classes, workshops or recital.

I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my or my child's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this class, workshop or recital, THE FOLLOWING ENTITIES OR PERSONS: the Lombardi Dance Academy and their employees, volunteers, or the activity or event holders, activity or event sponsors, activity or event volunteers.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this waiver, release and registration form from any and all liabilities or claims made as a result of participation in this class, workshop or recital, whether caused by the negligence of release or otherwise. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT.

PARENT / GUARDIAN WAIVER FOR MINORS (Only if student is under 18 years old)
The parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the class, workshop or recital, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor, the parents or the legal guardian.