

Vail Valley Academy of Dance Registration Form 2018/19

My child _____ is enrolling in the following
class(es) in Edwards _____

Child birth date and year _____

Parent's Names _____

Mailing Address/City/Zip _____

Email _____ Phone _____

Mom Cell _____ Dad cell _____

Emergency Contact & Cell _____

WAIVER AND RELEASE OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY, THIS IS A BINDING WAIVER AND RELEASE OF LEGAL RIGHTS

I understand and acknowledge that there are risks associated with dance and related physical activity that may result in the loss of property, bodily injury and possibly death. I understand and acknowledge that these risks may include (but are not limited to) physical exhaustion, dehydration and other physical conditions arising from strenuous and exerted physical activity. By my signature hereunder, on behalf of myself and my child, I certify that the program participant is healthy and fit, and has no medical conditions which would preclude the participant from engaging in dance programs and activities organized by Vail Valley Academy of Dance (VVAD) which might put the participant or his or her instructor(s) or co-participants at risk.

In consideration of the undersigned's (or undersigned child's) participation in VVAD programs and activities, I hereby accept responsibility AND EXPRESSLY ASSUME ANY AND ALL RISKS occasioned by and related to my or my child's participation in the programs and activities; further, I EXPRESSLY AGREE TO HOLD HARMLESS, INDEMNIFY AND FOREVER RELEASE VVAD, its directors, officers, managers, employees, volunteers, agents, representatives, successors and assigns FOR ALL LIABILITY AND FROM AND AGAINST ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER, NOW AND IN THE FUTURE related to my or my child's bodily injury, including death or any other injury, disability, damage or loss of any kind, including property, as a result of or related to my or my child's participation in VVAD programs and activities or any activities incidental thereto, however the same may occur, except for claims based on the intentional and willful and wanton actions of VVAD.

This Agreement includes any claimed based on actual or alleged ordinary NEGLIGENCE or BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. This Agreement shall not relieve VVAD of its reasonable obligation to avoid wanton and willful acts that may lead to injury, or damages, including death. However, it is also a COMPLETE WAIVER OF ANY AND ALL WARRANTY CLAIMS regarding the content and safety of VVAD programs. By execution of this Agreement the UNDERSIGNED EXPRESSLY AGREES NOT TO FILE ANY LEGAL CLAIM OR COUNTER CLAIM against VVAD its directors, officers, managers, employees, volunteers, agents, representatives, successors and assigns, on behalf of myself or my child, and ACKNOWLEDGES AND AGREES that the UNDERSIGNED is releasing any and all rights to make a claim or file a lawsuit against VVAD, its directors, officers, managers, employees, volunteers, agents, representatives, successors and assigns as a result of my or my child's participation in the programs or activities or any activities incidental thereto provided, however, that the same may occur for claims based upon intentional or willful and wanton actions of VVAD, its directors, officers, managers, employees, volunteers, agents, representatives, successors and assigns.

If the participant is a minor, the UNDERSIGNED parent or legal guardian acknowledges that he or she is signing this release and Agreement on behalf of himself or herself and on behalf of the minor child, and that the minor child shall be bound by the terms of this Agreement. Further, by signing below as the parent or legal guardian of the minor child, the parent or legal guardian understands that he or she is waiving certain rights on behalf of the minor child which the minor child may have, and that the parent/legal guardian is at least eighteen (18) years of age, is a parent or legal guardian of the program participant, and has full legal authority to act on behalf of such child.

This Agreement shall be binding to the fullest extent of the law. If any part of this Agreement is found to be unenforceable, the remaining terms shall survive shall be enforceable. This Agreement shall be binding upon the successors, assigns, personal representatives and executors, next of kin and heirs of the UNDERSIGNED, and the child. This Agreement shall be governed by Colorado laws, and jurisdiction and venue shall be in Eagle County, Colorado.

I HAVE CAREFULLY READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AGREEMENT;
I UNDERSTAND AND ACKNOWLEDGE ITS CONTENTS, AND I SIGN IT VOLUNTARILY.

PRINT Participant's name

Dated

Signature of Participant or Guardian

PRINT NAME of Parent or Guardian