

# Midwest Dance Center

## PARTICIPANT RELEASE & WAIVER OF LIABILITY

I (or behalf of minor child) choose to participate in classes, performances, workshops, and other activities at Midwest Dance Center of my own free will and certify that I am in proper physical condition to take part in such activities.

If I have questions about whether an activity is suitable for me to pursue, I will consult my health care provider in making that decision and refrain from this activity until that consultation has taken place. If I have any known physical vulnerabilities, conditions, or injuries, I agree to discuss them with a studio owner, studio director, or dance instructor before participating.

### Release

By signing this document, I release Midwest Dance Center and its owners, directors, students, teachers, staff, employees, volunteers, associates (collectively referred to in this document as "MDC") from any liability or claim that I or my representatives may have against MDC with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from my participation at MDC.

I voluntarily release and forever discharge and hold harmless MDC from any and all claims or demands for damages, loss of services, costs and expenses, injuries, attorney fees, and any other call for reparation from any and all injury to me or my property arising in any way from my participation in dance classes, camps, intensives, workshops, performances, recitals, the use of MDC equipment or facilities, and any activities associated with MDC.

If your child is under 18, your signature certifies that you are the *legal parent, guardian, or lawfully authorized representative* for this minor child and have the *authority* to sign on their behalf.

### Risks

I understand that there are risks of physical injury associated with, arising out of, and inherent to dancing, tumbling, and strength exercising. These risks include the potential for *slips and falls, sprains, strains, dislocations, soft tissue injuries, bruises, musculoskeletal injuries, podiatric conditions*, and other *risks* not specified here.

In spite of these risks and the potential for others not listed, I agree to personally accept and assume all of the risks present in my participation at MDC.

Dance education, tumbling, and strength training sometimes requires hands-on instruction as well as verbal instruction. Instructors may correct dancers by touching their *arms, legs, feet, hips, back* and *head* to move them in the correct position. I acknowledge that this is a common standard in these types of instruction and understand that it is my responsibility to communicate clearly with my dance teacher, instructor, and/or the studio director if any form of touch is unacceptable to me.

### Medical Treatment and Insurance

I understand that MDC does not assume any responsibility for or obligation to provide financial or other assistance in the event of *injury or illness*, including but not limited to *medical, health, or disability insurance or support*.

I authorize MDC to obtain necessary medical or dental treatment, including *first aid, ambulance transport, hospitalization, or such other care necessary* for my health and welfare in an emergency. If

my insurance does not cover emergency treatment that is deemed necessary and sought for me by MDC, I agree to be responsible for and pay all costs incurred on my behalf.

I release and discharge MDC from any claim that may arise because of any *first aid, treatment, or service rendered* in connection with my participation in MDC activities or with the decision by any representative or agent of MDC to consent to medical or dental treatment on my behalf in an emergency.

I understand that MDC does not carry or maintain *health, medical, dental, or disability insurance coverage* for any participant. I agree to take responsibility for full payment of any emergency medical or dental costs related to my MDC participation regardless of whether I have insurance coverage.

## Photographic Release

I understand that MDC may take *photo and video recordings* of me during my participation in MDC classes and activities. I convey to MDC full rights and interest in these recordings. I understand such recordings may be used in *advertising, published materials* (physical or virtual), and *social media* postings.

If I DO NOT consent to being photographed or video-recorded, I will make sure one of the studio owners or the studio director is aware of my concerns and the reasons for them. I will be proactive about avoiding being *photographed or recorded*, and I will hold MDC harmless if a photo or video recording of me is released despite all precautions. *I understand that this choice may limit my participation in performances that are routinely photographed and/or videotaped.*

## Miscellaneous

While a participant at MDC, I agree to abide by any *rules, codes, and policies* that are put in place by MDC before or at any time during my participation. If I have questions or concerns regarding any policies or decisions made by any representative of MDC, I agree to bring them promptly and specifically to one of the owners or the studio director's attention.

If I file a lawsuit against MDC, I agree to do so solely in the state of South Dakota and agree that the substantive law of South Dakota shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

## Signature

All participants must sign the Participant Release & Waiver of Liability signature form certifying that they have *read* this document, *understand* it in its entirety, and *agree to* be bound by its terms, before participating in any MDC recreational dance *class, dance performance, dance recital, or any other dance activity*. This form will also be required for participation in the *competitive dance program* at the beginning of each dance year.

This form is only legally binding for the current dance year it is signed and must be renewed each subsequent dance year. A digital copy of this form is available on *MDC605.com* in the *Parents* area.