



ZABAVA

PERFORMING ARTS SCHOOL

**AGREEMENT OF RELEASE OF WAIVER of LIABILITY
ASSUMPTION OF FULL RESPONSIBILITY FOR ALL RISKS OF BODILY INJURY,
DEATH OR PROPERTY DAMAGE AND INDEMNITY AGREEMENT**

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Since dancing and other activities have the potential to be dangerous, we require all participants to assume all risks by signing this document.

The participant and parent (s) or legal guardians(s) of the minor participant who sign this document agree:

The parents(s) or legal guardian(s) will instruct the minor participant that prior to participating in the above activity he/she should inspect the facilities and equipment to be used with me and if he/she or I believe anything is unsafe, the participant or I will immediately advise

ZABAVA SCHOOL OF PERFORMING ARTS of the condition and refuse to participate.

My parent(s), prior to participating in this event, and I as the participant or the minor participant have inspected the facilities and equipment to be used, and believe them to be safe, and am satisfied with the condition of the facilities and equipment.

We fully understand and voluntarily accept that:

- a. There are risks and dangers associated with participation in the above activity which could result in bodily injury.
- b. I, as a participant or minor participant, have no physical or mental condition, which would interfere with my ability to participate in or attend any such event or activity, or that, would endanger my health or safety or the health or safety of others.
- c. I am warranting that my minor child has no physical or mental condition which would interfere with his/her ability to participate in or attend any such event or activity, or that would endanger his/her health or safety or the health or safety of others.
- d. There may be other risks not known to us or not reasonably foreseeable at this time.

IN CONSIDERATION of permitting _____ to enroll and participate in **educational, creative and entertainment activities, including dance classes and performances**, by ZABAVA SCHOOL OF PERFORMING ARTS, in the City of **Boca Raton**, County of **Palm Beach** and State of **Florida**, beginning on this _____ of _____, 20____ the Undersigned agrees, for himself/herself, his/her family, his/her heirs, executors, administrators and assigns, and voluntarily releases, discharges and promises not to sue ZABAVA SCHOOL OF PERFORMING ARTS or any of its officers, agents, servants or employees for any and all claims for personal injury, property damages or wrongful death occurring to himself/herself arising out of engaging (or receiving instruction) in said activity or any activities incidental hereto wherever or however it may occur and for whatever period the activities or instructions may continue and whether it is caused by the negligence or carelessness, or otherwise, of the persons or entities conducting or sponsoring the event.

The Undersigned further agrees, for himself/herself, his/her family, his/her heirs, executors, administrators and assigns, that in the event any claims for personal injury, property damage or wrongful death shall be prosecuted against ZABAVA SCHOOL OF PERFORMING ARTS or any of its officers, agents, servants or employees, the parents(s) or legal guardians(s) agrees that he/she: (1) will reimburse/indemnify ZABAVA SCHOOL OF

PERFORMING ARTS of their insurance company for any money which they paid to the participant; (2) will reimburse/indemnify them or their insurance company for reasonable costs incurred, including attorney's fees; and (3) will hold them harmless.

I, on behalf of the minor participant and individual, further agree and promise to hold harmless and indemnify ZABAVA SCHOOL OF PERFORMING ARTS or any of its officers, agents, servants or employees from all deferred costs, including attorney's fees, or from any other costs incurred in connection with claims for person injury, property damage or wrongful death which I, or the minor participant, may negligently or intentionally cause to other third parties in the course of participation in this activity. If any portion of this agreement is held valid, it is agreed that the balance thereof shall continue in full leg force and effect.

By this document I relieve ZABAVA SCHOOL OF PERFORMING ARTS or any officers, agents or employees from any responsibility from personal injury, property damage or wrongful death whether caused by the negligence, carelessness, or otherwise, of the person or entities mentioned above.

(Print Name/Relationship) #1

(Signature) #1

Date

(Print Name/Relationship) #2

(Signature) #2

Date

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I UNDERSTAND I AM ASSUMING ALL RISKS INHERENT IN EDUCATIONAL, CREATIVE AND ENTERTAINMENT ACTIVITIES, INCLUDING DANCE CLASSES AND PERFORMANCES, WHETHER KNOWN OR UNKNOWN, AND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP MY RIGHT TO SUE ZABAVA SCHOOL OF PERFORMING ARTS, WHETHER CAUSED BY NEGLIGENCE OF SAID PERSONS OR ENTITIES.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS and further agree that no oral representation, statements or inducements apart from this agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND, AND IT IS A RELEASE OF ALL CLAIMS.

_____ (Print Name/Relationship) #1	_____ (Signature) #1	_____ Date
_____ (Print Name/Relationship) #2	_____ (Signature) #2	_____ Date

Signature is required (sign above pages 1,2) of parent(s)/guardian or such other person who has been designated or is legally responsible for the child named above. If more than one person is legally responsible for the child, all such persons must sign this document, using signature line #1 and signature line #2; in such instance, if only one signature is provided, the signing person is certifying to all reasonably expected readers and users of this document that they are authorized by such second person to sign on the second person's behalf. Caution: Do not sign this document unless you are this child's parent or guardian or are otherwise legally responsible for the child. Your signature above certifies to all expected readers and users of this document that you are in fact the named child's parent or guardian and/or otherwise legally responsible for the named child.

Publicity Release

I give ZABAVA SCHOOL OF PERFORMING ARTS permission to use photographs of my child (or stepchild or child to whom I am a guardian or for whom I state that I am otherwise legally responsible for) in non-commercial promotional materials (publications, website, Facebook, or on the local news) and publicity regarding various activities of ZABAVA SCHOOL OF PERFORMING ARTS. I hereby waive the right to inspect or approve finished photographs, or the use to which they may be put.

(Print Name/Relationship) #1

(Signature) #1

Date

(Print Name/Relationship) #2

(Signature) #2

Date

Signature is required (sign above) of parent(s)/guardian or such other person who has been designated or is legally responsible for the child named above. If more than one person is legally responsible for the child, all such persons must sign this document, using signature line #1 and signature line #2; in such instance, if only one signature is provided, the signing person is certifying to all reasonably expected readers and users of this document that they are authorized by such second person to sign on the second person's behalf. Caution: Do not sign this document unless you are this child's parent or guardian or are otherwise legally responsible for the child. Your signature above certifies to all expected readers and users of this document that you are in fact the named child's parent or guardian and/or otherwise legally responsible for the named child.

