

## **DANCE, ETC! WAIVER OF CLAIMS AND RELEASE OF LIABILITY**

THIS AGREEMENT MUST BE READ IN FULL, DATED, AND SIGNED BY THE PARTICIPANT (OR IF THE PARTICIPANT IS UNDER 18 YEARS OLD, BY THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN).

I am the Participant named below and am at least 18 years old, or I am the parent or legal guardian (the "Parent") of the Participant (if the Participant is under 18 years old).

For good and valuable consideration, including the right to engage in the services provided by Hovi, Inc. d/b/a Dance, etc! ("Dance, etc!"), I acknowledge and agree as follows:

### **ASSUMPTION OF RISKS**

I am aware that all activities performed at Dance, etc! involve many inherent risks, dangers, and hazards. The activities include, but are not limited to use of and/or presence at the dance studio. The risks include but are not limited to the possibility of personal injury and/or loss in connection with the activities and risks, including from the acts or omissions of Dance, etc! employees or agents and other guests or users.

Among other things, the risks include negligence on the part of Dance, etc! or its agents and the failure of Dance, etc! or its agents to protect me from such risks, dangers, and hazards.

I freely accept and fully assume all such risks, dangers, and hazards. I also freely accept and fully assume the risk of personal injury, harm, illness, disease, physical or mental damage, property damage, and loss resulting from those things.

### **RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

I agree to waive any and all claims that the Participant and/or I have or may have in the future against Dance, etc! and its directors, officers, managers, shareholders, partners, agents, independent contractors, subcontractors, successors, and assigns (the "Releasees") relating to the use of the Dance, etc! facility.

I also agree to release the Releasees from any and all liability for any loss, damage, expense, or injury that the Participant and/or I may suffer arising from or in connection with the use of the Dance, etc! facilities.

This Agreement is binding upon my heirs, next of kin, executors, administrators, and representatives.

This Agreement and any dispute between the parties shall be governed by the laws of the State of North Dakota.

Any litigation involving the parties to this Agreement shall be brought solely in the courts of Grand Forks County, North Dakota and I consent to the sole jurisdiction, including the personal jurisdiction, of the courts of Grand Forks County, North Dakota.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by Dance, etc! or the Releasees with respect to the safety of activities performed on the Dance, etc! property, other than what is set forth in this Agreement.

To the extent any part of this agreement is determined to be unenforceable, such provision(s) shall be deemed severed from the rest of the agreement, which shall be enforced to the fullest legal extent.

I have read this Waiver of Claims and Release of Liability Form, I understand it, and I am signing it voluntarily.

---

---

Name (print) Phone Number

---

---

Address

---

---

City State Zip

---

---

Signature of Person (or legal representative) Date

---

---

Authority of representative (e.g., parent, guardian)