

**ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY**

**For Students over the Age of Majority in the Province or Territory in which the Dance Activities are Provided by the Organization**

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

**Every Student Must Read and Understand this Waiver before Participating in Dance Activities.**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me, the undersigned Student (the "Student") with and for the benefit of The Love Of Salsa (TLOS), its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Organization"). **Initial Each Item Below after Reading and Understanding Each Item:**

- 1. "Dance Activities" includes but is not limited to contact and non-contact Dance activities, lessons, classes, training, use of facilities, programs and services provided to the Student by the Organization.
- 2. I am aware that there are inherent and significant dangers, hazards and risks ("Risks") associated with the participation in Dance Activities. I am aware that the Risks include but are not limited to injury from physical contact with other students, instructors or equipment, performing a skill incorrectly, or potentially dangerous obstacles, conditions on the floor or vicinity of the Dance Activities. I understand that the Risks are relative to my state of fitness or health (physical, mental and emotional), and to the awareness, care and skill with which the student conducts him or herself while participating in Dance Activities.
- 3. I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my participation in Dance Activities. I freely assume responsibility for my own safety. I agree that although the Organization has taken steps to reduce the Risks and increase the safety of the Dance Activities, it is not possible for the Organization to make the Dance Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Organization is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Dance Activities.
- 4. I acknowledge my obligation to inform the nearest employee of the Organization if I feel any pain, discomfort, fatigue or any other symptoms I may suffer during or immediately after my participation in Dance Activities. I understand that I may stop participating at any time, and have the right to immediately withdraw from any exercise or drill in which the conduct of any party seems beyond the scope of training, makes me uncomfortable or which I believe will be harmful to me.
- 5. I confirm that I have reached the age of majority in the Province or Territory in which I am participating in Dance Activities.
- 6. In addition to consideration given to the Organization for my participation in Dance Activities, I and my heirs, next of kin, executors, administrators and assigns (my "Legal Representatives") agree:
  - (a) to waive all claims that I or my Legal Representatives have or may have in the future against the Organization; and
  - (b) to release and forever discharge the Organization from all liability for all personal injury, death, property damage or loss resulting from my participation in Dance Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Organization.
- 7. I agree to be liable for and to hold harmless and indemnify the Organization from all actions, proceedings, claims, damages, costs demands including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in Dance Activities.
- 8. I agree that this waiver and all terms contained within are governed by the laws of the Province or Territory in which I am participating in Dance Activities. I hereby irrevocably submit to the jurisdiction of the courts of that Province or Territory.
- 9. I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety, and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

**Please Print Clearly**

Student Name: \_\_\_\_\_

Student Address: \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

\_\_\_\_\_  
Student Signature

Kurt Glasgow

Organization Witness Name

Kurt Glasgow

Organization Witness Signature

Signed this \_\_\_\_ day of \_\_\_\_\_ 20