



## INFERNO DANCE

### AGREEMENT, WAIVER, RELEASE OF ALL CLAIMS, HOLD HARMLESS AND COVENANT NOT TO SUE

By their very nature, Inferno Dance's dance events and dance competitions involve dancing (which may include, among other things depending on your team's specific routine, stretching, body contact, substantial physical exertion, strenuous movement, and/or emotional stress). Dancing, and/or attending a dance event or competition, represents a certain risk. It is recommended that you check with your physician prior to participating in Inferno Dance's dance events and/or dance competitions. Inferno Dance undertakes no responsibility for the safety of such space including whether such space is free from the possibility of exposure to the coronavirus COVID-19 ("COVID-19"). Similarly, Inferno Dance undertakes no responsibility with respect to COVID-19 exposure for teams or groups of individuals that choose to engage in this event in a group or partial group setting. Note that competitive dancing is considered aerobic activity, which, despite careful and proper preparation, instruction, medical advice, conditioning and equipment, still presents a substantial risk of injury. Depending upon a person's physical condition, age and skill level, dancing can involve a substantial risk of the following types of injuries. This list is by no means complete, but includes some of the more common ones: heart attack, stroke and circulatory problems, lacerations, bone and joint injuries, back injury, shin splints, muscle strain and other muscle, tendon or ligament injuries, foot or hand problems, head, neck or shoulder injuries.

Inferno Dance does not provide insurance or protection against injuries of any kind sustained by participants in its dance events and/or competitions. Please read the information in this agreement carefully and be aware that in participating (or allowing your minor child/ward to participate) in Inferno Dance's events and/or competitions, you will be waiving and releasing all claims for injuries you or your child/ward might sustain arising out of the event(s).

Having read the foregoing, the competitor hereby agrees as follows:

(1) REPRESENTATION AND WARRANTY: If I am of the age of majority in the state in which the applicable Inferno Dance competition is being held, I represent and warrant to Inferno Dance that I have no physical or mental condition that would injure myself or others if I participate in this event, or would interfere with my ability to participate in this event. If I am a parent/guardian for a minor participant in this event, I represent and warrant to Inferno Dance that my child/ward has no physical or mental condition that would injure him or herself or others if he/she participates in this event, or would interfere with his/her ability to participate in this event.

(2) AGREEMENTS: I agree to follow all laws and rules of competition associated with this event. I also agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with this event. I understand and expressly assume and accept all of the risks and dangers of dance, dance performances and any other activities contemplated at Inferno Dance events and competitions and under this agreement. I acknowledge that Inferno Dance assumes no responsibility for personal injury or property loss in connection with any Inferno Dance event or competition.

(3) GENERAL WAIVER AND RELEASE: I read and understand everything in this agreement and give permission for my child/ward/self to participate in this event. I hereby release, waive, discharge and covenant not to sue the host property, Inferno Dance, LLC, and their respective owners, members, officers, agents, servants, volunteers and employees (collectively, the "Released Parties") for and from all liability, claims, demands, actions,



or causes of action whatsoever arising out of any damage, loss, or injury to me, my child/ward, or my property while participating in any Inferno Dance event or competition, whether such damage, loss or injury results from the negligence of the Released Parties or from any other cause whatsoever. I also hereby release, waive, discharge and covenant not to sue the Released Parties for and from any claims whatsoever on account of any first aid, treatment, or service rendered to me or my child/ward during my participation in any Inferno Dance event or competition.

(4) INDEMNITY AND HOLD HARMLESS: I hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or cost, including court costs and attorneys' fees, that any Released Party may incur due to my participation in any Inferno Dance event or competition, whether caused by the negligence of the Released Parties or otherwise.

(5) PHOTO RELEASE: I understand that my child/ward or I may be photographed or videotaped while participating in any Inferno Dance dance event or dance competition. I give my permission for photos and videotapes of my child/ward or myself to be used to promote Inferno Dance. Such photos and videotapes will remain the property of Inferno Dance.

By taking part in Inferno Dance events you agree that you HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE. You agree to these terms on behalf of your dance organization and all participants associated with your organization participating in the event. You also agree that you will be liable for all expenses (including legal fees) incurred by any of the Released Parties in defending against any claim or suit under this agreement. This agreement cannot be modified orally.