



FAMILY NAME

Waiver of Liability, Indemnity Agreement, and Assumption of Risk

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, and services of Silhouette Ballroom Studios (hereafter referred to as SBS) and The Dance Factory (hereafter referred to as DF), I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue SBS and/or DF, its owners, its directors, officers, employees, volunteers, independent contractors, professional trainers, and agents from liability from any and all claims arising from the ordinary negligence of SBS or DF or any of the aforementioned parties. This agreement applies to 1) personal injury (including death) from accidents or illnesses arising from participation in SBS and DF activities including, but not limited to, organized activities, classes, performances, competitions, dance camps, observation, and individual use of facilities, premises, or equipment; and 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to Hold Harmless and indemnify SBS and DF from all claims resulting from negligence and to reimburse them for any expenses incurred as a result of my involvement at SBS and DF. I further agree to pay all costs and attorneys' fees incurred by SBS and DF in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that SBS and DF are not responsible for the injury or loss.

Severability and Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Utah and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Davis County, Utah.

Acknowledgment of Understanding: *I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue.* I acknowledge that I am signing the agreement freely and voluntarily, and *intend my signature to be a complete and unconditional release* of all liability to the greatest extent allowed by law in the State of Utah.

Signature of Parent of Minor Participant	Date	Signature of Participant	Date
Signature of Participant	Date	Signature of Participant	Date
Signature of Participant	Date	Signature of Participant	Date

Assumption of Risks: Physical Activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. SBS and DF has facilities for and provides for activities such as ballroom dancing, Latin dancing, social dancing, lifting and group cabaret, solo cabaret, tumbling, and all other forms of dance. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change in direction, some involve balance, agility, and flexibility, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as joint or back injuries and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and *I know the nature of the activities at SBS and DF, I understand the demands of those activities* relative to my physical condition and skill level, and I understand the types of injuries which may occur as a result of activities made possible by SBS and DF. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and *intend my signature to signify a complete assumption of the inherent risks of participating in or observing dance and all other related activities at SBS and DF* to the greatest extent by law in the State of Utah.

Signature of Parent of Minor Participant	Date	Signature of Participant	Date
Signature of Participant	Date	Signature of Participant	Date
Signature of Participant	Date	Signature of Participant	Date