

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY
AGREEMENT (hereinafter referred to as the
“Release Agreement”)**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR
GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

ASSUMPTION OF RISKS

I am aware that dance, acrobatics and dance instruction, and participating in dance, acrobatics and dance instruction lessons, clinics and sessions, including, but not limited to, teacher training, student workshops and demonstrations, performing gymnastic, acrobatic or dance maneuvers with or without hand spotting (including inversions and airborne maneuvers)(the “Activities”) involve many risks, dangers and hazards including, but not limited to: collisions with instructors or other participants; being dropped by instructors or other participants; falling while demonstrating gymnastic, acrobatic or dance maneuvers; slipping or falling on equipment (including, but not limited to, mats; the risk of serious personal injury including, but not limited to, brain injury, spinal cord injuries including paraplegia and quadriplegia, bone breaks and fractures, soft tissue injuries; loss of balance or control; slips, trips and falls; accidents occurring while participating in the Activities; negligent first aid; failure to act safely or within one’s own ability; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE**

POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees being able to participate in the Activities and to access the Premises on which the Activities are carried on (hereinafter “the Premises”), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES, and TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in the Activities, and my use of or my presence on the Premises. Notwithstanding anything to the contrary herein, Prodigy Dance Convention’s total liability shall be limited to an amount equal to total registration fee paid.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities and my use of or presence on the Premises;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of New Jersey and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the State of New Jersey, and shall be within the exclusive jurisdiction of the Courts of the State of New Jersey.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities and the Premises other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I, the undersigned, give permission to Prodigy Dance Convention LLC, and/or parties designated by the Prodigy Dance Convention LLC to photograph/video the above participant and use such photograph(s)/video(s) in all forms of media, for any and all promotional purposes including advertising, display, audiovisual, exhibition, education or editorial use.

I further consent to the use of the above stated participant's name in connection with the photograph(s)/video(s) if needed by Prodigy Dance Convention LLC and/or parties designated by Prodigy Dance Convention LLC.

I understand and agree that I will not receive any payment for my time or expenses or any royalty for the publication of the photograph(s)/video(s) or the use of the above stated participant's name and I hereby release Prodigy Dance Convention LLC and/or any parties designated by Prodigy Dance Convention LLC from any such claims.

I acknowledge and consent that my child may serve as a demonstrative participant during courses conducted by Prodigy Dance Convention LLC which may necessitate a teacher providing physical assistance or spotting to my child.

I certify that I have read and fully understand this consent and release, and that all questions pertaining to this consent have been answered to my satisfaction.