

# PARTICIPANT WAIVER

## Stars Dance Studio Corp.

ACCEPTANCE OF RISK WAIVER AND RELEASE OF LIABILITY  
REFUND AND CANCELLATION POLICY AND APPEARANCE AGREEMENT  
This form must be filled out by each participant (Parent or legal guardian if under 18).  
This includes all Minis, Juniors, Teens, Seniors, and Registered Teachers

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Participant's Name \_\_\_\_\_ Name of Parent/Legal Guardian \_\_\_\_\_

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Birth Date \_\_\_\_\_ Age \_\_\_\_\_ Dance Studio \_\_\_\_\_

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Address \_\_\_\_\_ Event Date \_\_\_\_\_

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City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Cell Phone \_\_\_\_\_ Evening Phone \_\_\_\_\_

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Email Address of Parent (required) \_\_\_\_\_ Email address of participant (optional) \_\_\_\_\_

I, the undersigned, represent, acknowledge and accept that participation in the activities for which the Participant is registered includes strenuous physical activity and involves foreseeable risks of serious injury (including paralysis and even death) with or without the negligence of others. Participant, on his or her behalf, and the parent/guardians, on behalf of Minor Participant as well as on their own behalf, unequivocally agree to incur and assume such risks as a condition to participation in the activities for which Participant is registered. In order to induce Stars Dance Studio Corp. to register Participant in Stars Dance Convention regional and national events and in partial consideration for Participant's opportunity to participate, the Participant (and the Minor Participant's parents/guardians on behalf of Minor Participant and on their own behalf) hereby waive all claims (past, present or future), release and discharge, covenant not to sue, and agree to indemnify and hold harmless Stars Dance Studio Corp. (as well as its officers, employees and agents) and the hosting site on whose premises the event will be held (hereinafter collectively "Releasees") from any and all liability, loss, cost, expense, claims, demands, actions, judgments and executions which the undersigned ever had, now has, or which the undersigned may have in the future, for personal injuries, known or unknown, and damage to property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the activity for which Participant is registered or in which Participant is permitted to engage. In the event of illness or injury, I authorize Stars Dance Studio Corp. to obtain necessary medical treatment for the Participant and hereby, in my own behalf and on behalf of the Participant, release and hold harmless all Releasees. The undersigned represents and agrees that this waiver and release is binding not only on the undersigned, but also upon their respective heirs, representatives, administrators, executors, and assigns. This release covers every possible injury or accident of every sort and nature, whether related to the permitted activity, the equipment, the condition of the premises, or otherwise, and regardless of whether due in whole or in part to the negligence of a releasee or other Participant.

In addition, if any anyone (whether a Participant, Minor Participant's parent/guardian, or anyone else on behalf of a Participant or parent/guardian) makes a claim against any of the Releasees despite their release, then the undersigned agree to indemnify and hold harmless, each of the Releasees from any litigation expenses, attorney fees, loss, liability, damages or cost any releasee may incur as the result of any such claim.

The undersigned represent that the Participant is healthy and has no physical or mental condition that would impair Participant's ability to fully and safely participate in the contemplated activity.

A Chaperone/Adult (age 21 or older) is required to attend with participants. This Chaperone will be responsible for the participants at all times. Stars Dance Studio Corp. and Stars Dance Convention is not responsible for participants' supervision.

**I, the undersigned, represent, acknowledge and accept that there are no refunds on any fees, for any reason, other than the event being canceled by Stars Dance Studio Corp. I also understand that all checks returned from financial institutions will incur an additional \$35 charge. All credit card reversals will incur an additional 2.5% charge of the original transaction. If outstanding invoices are sent to an outside collections agency the invoiced will incur penalties up to 25% of the original invoice or the maximum permitted by state law. Future payment will only be accepted by cashier's check or money order.**

I understand that Stars Dance Studio Corp. and Stars Dance Convention, from time to time produces promotional and other materials relating to its programs. I understand that as a participant in and/or a spectator at the Event the Participant may be included in videotapes, DVDs, podcasts, videocasts and/or photographs taken during the Event. Therefore, without reservation or limitations, I, in my own behalf and on behalf of the Minor Participant, hereby assign, transfer and grant to Stars Dance Studio Corp. Stars Dance Convention, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape the Minor Participant and to utilize such videotapes and photographs and Participant's name, face, likeness, voice and appearance as part of the Event, in advertising and promoting the Event or in advertising and promoting future events, and for sale for any and all purposes. I further understand that neither Stars Dance Studio Copr. nor any third party is under and obligation to exercise any of the foregoing rights, licenses and privileges. The intent of this document is to relieve the Releasees to the fullest extent permitted by law of any responsibility or liability for injury or damage arising out of the contemplated activity. As a consequence, if any term or condition in this document is determined by any court of competent jurisdiction to be overbroad or otherwise unenforceable for any reason, then the undersigned stipulate and agree not only that the remainder should be enforced, but also that the otherwise unenforceable term should be reformed and enforced to the fullest extent permitted by law.

I represent that any medication to which Participant is allergic or is currently taking are listed below. I agree the Participant shall bring medications which he/she is currently taking with him/her to the Event and that he/she shall consume the prescribed dosage.

Medications (if any):

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Allergic to (if any)

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I, in my own behalf and on behalf of the Participant, hereby warrant that I have read this form in its entirety and fully understand its contents and are voluntarily signing the same.

I, in my own behalf and on behalf of the Participant, am aware that this Release and Waiver releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness.

I, in my own behalf and on the behalf of the Participant, further acknowledge that nothing in this document constitutes a guarantee that the Event will occur.

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Signature of Parent or Legal Guardian

Date

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Printed Name of Parent or Legal Guardian

Date