

# Waiver and Release of Liability

The Movement Studios

Release executed on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year) by \_\_\_\_\_ ('the Releaser'), FOR \_\_\_\_\_ ('the Dancer' if under the age of 18), to The Movement Studios (the Company) of 8004 Alban Rd, Springfield, VA 22150.

I, the Releaser, being of lawful age, in consideration of being permitted to participate in, or granting permission for my child to participate in the instruction of classes, camps, intensives, private instruction, choreography or any and all activities participated in by the Dancer/Releaser (in person and virtual), run and/or operated by the Company, WAIVE, RELEASE, and DISCHARGE the Company, its owners, officers, directors, employees, members, volunteers, agents, assigns, legal representatives and successors, and all business associates and partners involved in the presentation of the above activity, and each of them their owners, officers, and employees, from all liability for or by reason of any damage, sickness, pandemics, accidents, natural disasters, acts of God, loss or injury to person or property, even injury resulting in the death of the Dancer/Releaser, which has been or may be sustained as consequence of the Dancer's/Releaser's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Company.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment of property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that the Dancer/Releaser is physically fit, has sufficiently prepared or trained for participation in the activity or event, and has no physical limitations set by a medical professional. I certify that there are no health-related reasons or problems which preclude the Dancer's/Releaser's participation in this activity or event. I acknowledge that this Waiver and Release of Liability will be used by the event holders, sponsors, and organizers of the activity or event in which the Dancer/Releaser may participate, and that it will govern the actions and responsibilities of the Dancer/Releaser at said activity or event.

I understand that COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. I confirm that the Dancer/Releaser, along with any of his/her household members, are not presenting any of the following symptoms of COVID-19: fever, shortness of breath, loss of sense of taste/smell, dry cough, runny nose, or sore throat. To prevent the spread of COVID-19 the Dancer/Releaser will follow the studio's strict guidelines: mandatory mask wearing, 6 feet social distancing at all times, only dancers allowed in the studio, shoes on at all times in the studio, yoga mat for all classes except tap, temperature checks before departing for the studio, and hand sanitizing upon arrival at The Movement Studios. I verify that the Dancer/Releaser has not traveled internationally within the last 14 days. I verify that the Dancer/Releaser has not traveled domestically within the United States by commercial airline, bus, or train within 14 days.

The Movement Studios is authorized to make, photograph, or record any image of the Releaser and/or Dancer, and to incorporate and use such image in any photograph(s), video(s) and/or printed or recorded medium for any commercial, trade, or other lawful purposes as they shall desire and in any manner they deem advantageous, including for example, production and marketing materials to promote said companies. The dancer (and releaser) hereby releases any and all claims he/she may have to ownership of such photographs, videos, and other images recorded of the Dancer, including any and all copyrights and trademark rights that he/she may have, and assigns such rights to the above said Company. The dancer (and releaser) further waives any right that he/she may have to inspect or approve of the finished product or the advertising of the finished product.

In consideration of this application and permitting the Dancer/Releaser to participate in this event, I hereby take action for myself, the Dancer/Releaser, my/his/her executors, administrators, heirs, next of kin, successors, and I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this waiver, release and registration form from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

**I have read, fully understand and agree with this waiver and release:**

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
Dancer or Parent/Guardian (Releaser) if under age 18