

This Agreement must be completed in order to participate in Creative Dance Works, Wildflower Creative Dance Company, and or The Dance Garden activities.

ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT:

I, the undersigned, for and in consideration of my child, _____, (hereinafter "Participant" or "Child") being permitted to attend any Creative Dance Works, Wildflower Creative Dance Company (hereinafter "WCDC") or Dance Garden activities:

1) Do hereby request that my child be allowed to register and fully participate. By requesting and authorizing such registration and participation in this class by a minor, I acknowledge, and I am aware of the nature and content of the program and understand and assume the risks associated with his/her participation, as well as during transportation to and/or from classes and activities as they arise.

2) Do hereby give permission for my child to attend classes, workshops, events and performances organized by the organization and/or attended by the class, under the supervision of the faculty and staff.

3) Do hereby grant permission to use any photographs of my child. I also grant permission to use my child's quotes. I understand that these items may be used for a variety of purposes, both internal and external, and in a variety of formats, including but not limited to: print, CD, DVD, and electronic/online media such as the WCDC, Creative Dance Works, and Dance Garden website and social networking sites (including but not limited to their respective Facebook pages and Instagram accounts). These items may be used in marketing materials, class examples, program summaries, newsletters, and for other such purposes that arise. I understand that if I do not agree to this release, I must submit a letter in writing to Creative Dance Works or (dba Wildflower Creative Dance Company), 1801 Lone Tree Parkway, Eagle Mountain, UT 84005.

4) In case of serious emergency or illness, when the parents cannot be reached immediately, I hereby authorize the provider to obtain emergency medical care.

I, the undersigned, am the parent and/or legal guardian ("Parent/Guardian") of the minor Participant named above. I am familiar with the activities that take place in the Creative Dance Works and/or WCDC program.

TERMS AND CONDITIONS

I authorize the Participant to participate in the Creative Dance Works and/or WCDC program (hereinafter the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program, which may expose the participant to illness, injury, or death. Parent/Guardian allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Parent/Guardian of Participant understands and acknowledges that neither Creative Dance Works,

WCDC, The Dance Garden, Jasmine Crosby, nor Jessica Dutson (hereinafter "Owner") are an insurer of Participant's behavior, actions or participation in the program, and that Creative Dance Works, WCDC, The Dance Garden, Jasmine Crosby, and Owner assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program activities. Participant and/or Parent/Guardian hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless Creative Dance Works, WCDC, The Dance Garden, Jasmine Crosby, and Owner, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Parent/Guardian of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in the Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by any/all Releasees in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall continue in full force and effect.

PARENT/GUARDIAN OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement.

Parent/Guardian Name (Please Print)

Signature of Parent/Guardian

Date