

MJ Performing Arts Academy

Guardian Name: _____ Student Name: _____ Age: _____ Date of Birth: _____

Address: _____

Cell Phone: _____ Email: _____

Emergency Contact: _____

Release of Liability

I understand that any fitness activity or program carries with it risks, some of which are significant. Although MJ Performing Arts Center LLC, has taken reasonable and prudent steps to create a safe environment and minimize foreseeable risks, they still exist. Accordingly, in exchange for my/our being allowed to participate in a fitness activity, class, or program (the "Program"), to be conducted primarily at the studio located in Webster Groves and at various off-site locations not under the control of MJ Performing Arts Academy (the "Premises"), I/we (named above), and if I/we am/are not yet 21 years old, my/our parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

Initial _____ I have read the above and agree.

Voluntary Participation

I understand and confirm that my participation in the Program is voluntary.

Initial _____ I have read the above and agree.

Identification of Risks & Assumption of Risk

I understand that there are certain dangers, hazards, and risks inherent in fitness-related activities that are included in the Program. I also understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to MJ Performing Arts Academy and not reasonably foreseeable at this time. I understand that this Release of Liability and Waiver is intended to address all of the risks of any kind associated with my use of the Premises and my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of MJ Performing Arts Academy or its directors, officers, employees, instructors, agents, volunteers, successors, assigns or other individuals and entities making certain products, services and/or facilities available to Program participants (collectively, "Representatives"). I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my use of the Premises and my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my use of the Premises and my participation in the Program, which may include my transit to and from a Program.

Initial _____ I have read the above and agree.

Release and Waiver

I release MJ Performing Arts Academy and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my use of the Premises and my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of MJ Performing Arts Academy or its Representatives (a "Claim").

Initial _____ I have read the above and agree.

Indemnification & Binding Effect

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) MJ Performing Arts Academy and its Representatives from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use of the Premises and my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of MJ Performing Arts Academy or any of its Representatives. Binding Effect- This instrument shall be binding upon my relatives, personal representatives, heirs,

beneficiaries, next of kin, or assigns and shall inure to the benefit of MJ Performing Arts Academy and any of its Representatives.

Initial _____ I have read the above and agree.

Consent to Medical Treatment

I authorize MJ Performing Arts Academy and its Representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to the Premises or any participation in the Program. This consent does not impose a duty upon MJ Performing Arts Academy or its Representatives to provide such assistance, transportation, or services.

Initial _____ I have read the above and agree.

Media

I understand that while participating in the Program, I may be the subject of photographs or video recordings taken by MJ Performing Arts Academy (the "Media"). I authorize MJ Performing Arts Academy to use such Media for marketing purposes, including use in MJ Performing Arts Academy's print materials or on its website. Moreover, I waive any right that I may have to inspect or to approve the Media prior to MJ Performing Arts Academy's use for marketing purposes.

Initial _____ I have read the above and agree.

Cancellation Policy

To drop out of a class and avoid future tuition payments, we must have a written request via email prior to tuition dates. We cannot refund tuition.

Initial _____ I have read the above and agree.

Severability

If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

Initial _____ I have read the above and agree.

Applicable Law

This instrument shall be governed, construed, and enforced in accordance with the law of the State of Missouri.

Initial _____ I have read the above and agree.

Signature

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT AND AM SIGNING IT VOLUNTARILY.

In exchange for my/our child(ren) or ward(s) being allowed to participate in the Program and as the parent(s) or legal guardian(s) of the above-named individual(s), I/we verify that I/we fully understand, agree to and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent.

Participant signature if 18+ or Legal Guardian signature required

_____/_____/_____
Date