

BLACKSBURG DANCE THEATER PARTY WAIVER RELEASE FORM

PARTICIPATION. I understand that Blacksburg Dance Theater is making its facility available for my child to participate in the birthday party hosted here during the specified time. When I am present, it is my primary responsibility to accompany my child and make sure he or she is safe and is acting in a way to keep other children, parents, and guardians safe. My child is in good health and able to participate safely.

WAIVER AND RELEASE. I hereby voluntarily, fully and forever waive, release and discharge Blacksburg Dance Theater, its owners, officers, directors, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to collectively as "BDT") from any and all losses, liabilities, claims, expenses, demands, actions, damages, injuries, causes of action, and rights of action which are related to, arise out of, or are in any way connected with my child's participation in activities at, with, or sponsored or administered by BDT. The foregoing waiver of liability includes, without limitation, damages or injury resulting from the negligence of BDT (whether such claims are based upon breach of contract, breach of warranty, or any other legal theory) or from any other cause or causes.

ASSUMPTION OF RISK. I understand that my child may suffer physical harm as a result of the acts or omissions of me, BDT, or other participants due to his or her participation in activities at, with, or sponsored or administered by BDT. My child elects to participate despite the risks.

AGREEMENT NOT TO SUE. I agree not to institute any suit or action at law or otherwise against BDT, or to initiate or assist in the prosecution of any claim for damages or cause of action which my child or I may have by reason of injury to my child, myself, or property related to, arising out of, or in any way connected with my child's participation in activities at, with, or sponsored or administered by BDT.

INDEMNITY. I agree to indemnify, defend, and hold harmless BDT from any and all losses, liabilities, claims, expenses, actions or proceedings of any kind which may be initiated by myself, including on behalf of my child, or any other person or entity related to, arising out of, or in any way connected with my child's participation in activities at, with, or sponsored or administered by BDT. This includes reimbursement for all legal costs and attorneys' fees incurred by BDT, myself, and other indemnified parties, or any of them, for the defense of any such actions.

MEDICAL EXPENSES. I will pay for my child's and my own emergency medical expenses and all subsequent medical expenses in the event of any incident, accident, illness or incapacity, regardless of whether I have otherwise authorized such expenses.

PHOTO RELEASE. We occasionally use photos taken at parties for our marketing and social media. Please indicate here if you would not like your child's photo to be taken during this event. Otherwise, we reserve the right to use images and videos with your child included for future promotional materials.

By signing this waiver, I'm agreeing to everything stated above not just for myself, but also for my spouse, children, parents, and anyone who might act for us legally or inherit our rights or responsibilities.

Print Child's Name:

Date of Birth:

Print Child's Name:

Date of Birth:

Print Child's Name:

Date of Birth:

Print Caretaker's Name:

Caretaker's Signature:

Date: