



**CAPTIVATION DANCE AFFILIATES**  
**RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT**

I, the undersigned, acknowledge and affirm for myself, personally, and/or as the parent and/or legal guardian of the child and/or children that is, or may be less than, 18 years of age, (both (all) parties hereinafter referred to jointly as "We") acknowledge that there are risks of bodily injury, disability, paralysis and/or death from a child participating in any course of physical activity including, but not limited to, dance. We agree to assume and incur all the risks that may be encountered by my child in dance and any activities with Captivation Dance Affiliates and all related activities to the extent permitted under Nevada law.

**THIS IS A RELEASE. PLEASE READ BEFORE SIGNING.**

In consideration for Captivation Dance Affiliates permitting my child and me (the undersigned) to participate with Captivation Dance Affiliates, I agree to unconditionally and absolutely **RELEASE, WAIVE, INDEMNIFY, HOLD HARMLESS AND DISCHARGE** Captivation Dance Affiliates, its owners, partners, operators, officers, employees, agents, representatives, teachers, students, successors, assigns, and volunteers ("Released Parties") from any and all responsibility owed to the undersigned, his/her child, legal representative, heirs and assigns ("Releasing Parties") for any and all claims, expenses, damages, (including injury to person or death), actions, and causes of action of whatsoever kind or nature, **whether caused by the negligence of the Released Parties**, arising out of the undersigned and undersigned's child and/or children's participation with Captivation Dance Affiliates. We also agree to indemnify the Released Parties against any and all claims, expenses, damages (including injury to person or death), actions, and causes of action including, but not limited to, attorney's fees and litigation expenses, of whatsoever kind or nature, brought by and/or incurred by the undersigned and/or the undersigned's child and/or children, **whether caused by the negligence of the Released Parties** arising out of the undersigned and undersigned's child and/or children's participation with Captivation Dance Affiliates.

We represent that the child is in good physical and/or mental condition and that he/she has no impairments, ailments, disabilities or special circumstances to prevent them from undertaking any activity. We are not aware of any medical history, disorder, condition, illness, or any other problem regarding any physical and/or mental condition that we should seek consultation and/or examination of a licensed professional physician before engaging in any and all activities with Captivation Dance Affiliates.

The undersigned hereby acknowledges that participation with Captivation Dance Affiliates can involve activities that might cause harm, personal injury or death. **The undersigned assumes full responsibility for the risk of bodily injury and death, whether due to the negligence of the Released Parties or otherwise. The undersigned voluntarily accepts those risks.**

We understand that it is our sole and exclusive responsibility to purchase health and/or accident insurance and agree to be liable for and pay all costs and expenses incurred with any medical and/or hospital services rendered to the child and/or children as a result of any activities associated with Captivation Dance Affiliates.

The undersigned acknowledges that this Release, Waiver and Indemnification Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion of the Agreement is held to be invalid, it is agreed that the balance of the Agreement shall; notwithstanding, continue in full legal force and effect.

The undersigned further acknowledges that he/she has carefully read the above Agreement and knows and understands its contents, knows and understands that by signing this Agreement, he/she voluntarily gives up substantial rights and assumes the risk of injury and/or death for the minor child and/or children and signs this Agreement as his/her own free act.

We hereby authorize Captivation Dance Affiliates, its representatives, successors and assigns and all persons acting with its permission to take, copyright, use and publish photographs and/or video of the undersigned dancer. We hereby release, discharge and agree to hold harmless Captivation Dance Affiliates and all persons acting with its permission or upon its authority from any liability for or arising out of taking, copyrighting, using and publishing photographs and/or video of the undersigned dancer.

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

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Child/Children Names

\_\_\_\_\_  
Printed

\_\_\_\_\_