

Nazareth College Movement and Dance Festival Waiver and Release

In consideration of participating in the *Nazareth College Movement and Dance Festival* (specify event/class) _____, I represent that I understand the nature of such events and that I and/or my minor child am/are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I and/or my minor child believe event conditions are unsafe, I and/or my minor child will immediately discontinue participation in the Activity.

I fully understand that dance events/classes such as these involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event/class, the conditions in which the event/class takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I and/or my minor child incur as a result of my and/or my minor child's participation in the Activity.

I hereby release, discharge, and covenant not to sue Nazareth College of Rochester, its respective administrators, trustees, agents, officers, volunteers, and employees (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my and/or my minor child's behalf, makes a claim against any of the "Releasees," I will indemnify, save, and hold harmless each of the "Releasees" from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND PARENTAL CONSENT AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. This is intended to also bind my heirs, personal representatives, administrators, executors and assigns.

I hereby grant my full permission to any and all of the foregoing to use any photographs, videotapes, motion pictures, recordings, or any other record of this event for any legitimate purpose.

Participant's Name: _____
Print

Participant's Signature: _____ Date: _____

If Participant is under 18

Parent/Guardian's Name: _____
Print

Parent/Guardian's Signature: _____ Date: _____

THIS FORM MUST BE SIGNED AND COMPLETED TO PARTICIPATE.