

WAIVER AND RELEASE OF LIABILITY
ROSIE SHARKEY//FEARLESS FOOTWORK

In consideration of the risk of injury while participating in Jazz and/or Tap Dance Classes (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Rosie Sharkey, their affiliates, and representatives for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the Activity, including traveling to and from an event related to the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER'S NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOW OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE ACTIVITY.

I agree to indemnify and hold harmless Rosie Sharkey against any and all claims, suits or actions of any kind whatsoever for liability, damager, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Rosie Sharkey incurs any of these types of expenses, I agree to reimburse Rosie Sharkey.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment and actions of others.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ROSIE SHARKEY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ROSIE SHARKEY FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Rosie Sharkey.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this a release of liability and a contract and that I am signing it of my own free will.

I understand that photos and/or video of myself participating in Jazz and/or Tap Dance Classes may be used as a teaching tool, in promotional materials including websites, and advertisements. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or videotape, without payment or any other consideration. INITIAL: _____

Participant's Name: _____

Participant's Phone: _____

Participant's Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____,
named above, and I do hereby give my consent without reservation to the foregoing on behalf of
this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____