

## ***RELEASE OF LIABILITY FORM***

In exchange for participation in dance birthday parties organized by Poise Dance, of 39 Stone Hill Rd Suite C, Oswego, Illinois, 60543 and/or use of the property, facilities and services of Poise Dance, I agree for myself and my child to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any verbal instructions or directions given by Poise Dance employees, representatives or agents of Poise Dance
2. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and my child, and further release and discharge Poise Dance for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Poise Dance, whether caused by the fault of myself, my family, Poise Dance or other third parties.
3. I agree to indemnify and defend Poise Dance against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Poise Dance.
4. I agree to pay for all damages to the facilities of Poise Dance caused by my or my family's negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois law.

6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Poise Dance has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

7. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such Ambiguity.

8. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## 10. Photo and Media Release

I hereby grant Poise Dance permission to photograph and/or record video of my child during birthday party activities and to use these images and recordings for promotional, marketing, and advertising purposes. This may include, but is not limited to, use on Poise Dance's website, social media platforms, printed materials, and other promotional content.

I understand that no compensation will be provided for such use and that my child's name will not be published without additional consent.

If I do not wish for my child to be photographed or recorded, I will notify Poise Dance in writing prior to the event.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Relationship to child: \_\_\_\_\_  
\_\_\_\_\_