

**FLAMENCO LOUISVILLE
LIABILITY WAIVER/RELEASE AND PHOTO RELEASE**

This agreement is made between Flamenco Louisville (hereinafter "FL") and _____ (hereinafter "DANCER"). DANCER chooses to participate in classes, performances, workshops, and other activities at/with FL of my own free will and certifies that they are in proper physical condition to take part in such activities.

If DANCER has questions about whether an activity is suitable for them to pursue, DANCER will consult their health care provider in making that decision. If DANCER has any known physical vulnerabilities, conditions, or injuries, DANCER agrees to discuss them with FL before participating.

Release and Risks

By signing this agreement, DANCER hereby waives, releases, discharges and covenants not to sue FL and their respective representatives, officers, directors, employees, contractors, agents, successors and assigns (collectively, "Releasees"), for any and all damage and any claim on account of injury to DANCER's person or property, or resulting in death, whether caused by the negligence of Releasees or others while engaged in the duties of this agreement.

a. DANCER attests that they are physically capable of participating and executing the demands of this agreement.

b. DANCER understands and acknowledges that there is a risk associated with participating in the activities and events associated with and provided by FL, and DANCER agrees to assume total risk of any such activities connected with, organized by and/or sponsored by FL.

Medical Treatment and Insurance

DANCER understands that FL does not assume any responsibility for or obligation to provide financial or other assistance in the event of injury or illness, including but not limited to medical, health, or disability insurance or support.

DANCER authorizes FL to obtain necessary medical or dental treatment, including first aid, ambulance transport, hospitalization, or such other care necessary for DANCER'S health and welfare in an emergency. If DANCER'S insurance does not cover emergency treatment that is deemed necessary and sought for DANCER by FL, DANCER agrees to be responsible for and pay all costs incurred on DANCER'S behalf.

DANCER releases and discharges FL from any claim which may arise on account of any first aid, treatment, or service rendered in connection with their participation in FL activities or with the decision by any representative or agent of FL to consent to medical or dental treatment on DANCER'S behalf in an emergency.

DANCER understands that FL does not carry or maintain health, medical, dental, or disability insurance coverage for any participant. DANCER agrees to take responsibility for full payment of any emergency medical or dental costs related to their FL participation regardless of whether DANCER has insurance coverage.

Risk and Waiver of Liability Relating to Infectious Disease

By signing this agreement, DANCER acknowledges the contagious nature of various pathogens (including but not limited to flu, COVID19, the common cold) and voluntarily assumes the risk, waiving all liability, that they may be exposed to or infected by attending FL, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. DANCER understands that the risk of becoming exposed to or infected at FL may result from the actions, omissions, or negligence of DANCER and others, including, but not limited to, FL employees, volunteers, and program participants and their families. FL reserves the right to implement anti-infection measures at its discretion (including but not limited to masking, social distancing, withholding service) in response to symptomatic individuals and/or community health conditions.

Miscellaneous

While a participant at FL, DANCER agrees to abide by any rules, codes, and policies that are put in place by FL before or at any time during DANCER'S participation. If DANCER has questions or concerns regarding any policies or decisions made by any representative of FL, DANCER agrees to bring them promptly and specifically to the attention of FL's Directors.

If DANCER files a lawsuit against FL, DANCER agrees to do so solely in the state of Kentucky and agrees that the substantive law of Kentucky shall apply in that action without regard to the conflict of law rules of that state. DANCER agrees that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Photo Release

For good and valuable consideration, the receipt of which is hereby acknowledged, DANCER hereby grants FL, permission to use my name, image, likeness, and biographical information (collectively "Image/Information") in any and all of its publications, including but not limited to all of FL's printed and digital publications. DANCER understands and agrees that copies of Image/Information will become property of FL and will not be returned.

DANCER acknowledges that DANCER will receive no financial compensation for the use of Image/Information authorized by this release.

DANCER hereby irrevocably authorizes FL to edit, alter, copy, exhibit, publish or distribute any and all Image/Information for the purposes of publicizing FL's programs or for any other related, lawful purposes. In addition, DANCER waives the right to inspect or approve the finished product, including written or electronic copy, wherein DANCER'S Image/Information appears. Additionally, DANCER waives any right to royalties or other compensation arising or related to the use of Image/Information.

DANCER hereby holds harmless and release and forever discharge FL from all claims, demands, and causes of action which DANCER, their heirs, representatives, executors, administrators, and any other persons acting on DANCER'S behalf or on behalf of DANCER'S estate have or may have by reason of this authorization.

In signing this waiver, DANCER certifies that they have read this document, understand it in its entirety, and agree to be bound by its terms.

Dancer's Printed Name: _____ Date: _____

Dancer's Signature: _____

If the Dancer is under the age of 18:

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____