

**STREET KINGS ACADEMY OF DANCE INC. ACTIVITIES**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter referred to as this "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

*PLEASE READ CAREFULLY*

Initial Here

Name:	First	Last	
Address:	Street	City	
	Province/State	Postal Code/Zip	
Date of Birth	(mm/dd/yyyy)	Age	Male / Female

**TO: STREET KINGS ACADEMY OF DANCE INC. and their respective subsidiaries, affiliates, directors, officers, partners, shareholders, employees, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, builders, designers, manufacturers, successors and assigns (hereinafter collectively referred to as the "Releasees").**

In this Release Agreement the term "Dance Studio" includes, but is not limited to, all facilities and areas, including but not limited to the dance floor, exercise and stretching area and equipment contained within the Releasees' premises located at #102 17720 57 Ave Surrey BC V3S 1H2 or within any other location at which the Releasees either hold or participate in a show, competition or performance.

**ASSUMPTION OF RISKS**

I am aware that the Dance Studio involves many risks, dangers and hazards including, but not limited to: slips; falls; collisions or impacts with objects or with other persons; loud noises or sounds; mechanical failure of equipment; loss of balance or control; difficulty or inability to control one's speed and direction; variation or changes in the floor surface, including but not limited to uneven surfaces or depressions therein; failure to remain within designated areas; choking on small objects; allergic reactions to materials, food or beverages (including but not limited to peanuts, nuts, gluten, and lactose); negligence of other participants; failure to act safely or within one's own ability or to stay within designated areas; and NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF THE DANCE STUDIO. I am also aware that the risks, dangers and hazards referred to above exist throughout the Dance Studio.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE DANCE STUDIO AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS TO MYSELF OR TO MY CHILD AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES allowing me or my child to use or participate at or in the Dance Studio and permitting my or my child's use of or participation at or in the Dance Studio, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES, AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my or my child's participation at or in the Dance Studio **DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING WITHOUT LIMITATION ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF THE DANCE STUDIO;**
- 2. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury, including death, to me or my child, resulting from my or my child's use or participation at or in the Dance Studio;
- 3. I GIVE THE RELEASEES THE IRREVOCABLE AND PERPETUAL RIGHT** to reproduce, copy, display, modify, publish, or otherwise use the image, picture, portrait, photograph, electronic reproduction or other likeness of myself (with or without my name associated thereto) in any, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes (the "Authorized Uses");
- I agree that any and all materials, in print, electronic or any other form, created by the Releasees that incorporate, in whole or in part, my image, picture, portrait, photograph, electronic reproduction or other likeness (the "Materials") shall remain the sole and exclusive property of the Releasees and that the Releasees shall retain all intellectual property rights, including, without limitation, copyright, that exist in the Materials. Further, to the extent that I may have any moral rights in the Materials or otherwise in the image, picture, portrait, photograph, electronic reproduction or other likeness of myself, I hereby waive all such moral rights in favour of the Releasees;

5. **I WAIVE ANY AND ALL CLAIMS** to inspect or approve the image, picture, portrait, photograph, electronic reproduction or other likeness of myself, whether modified or not, that may be used now or in the future by **THE RELEASEES**, whether that use is known to me or unknown;
6. **I WAIVE ANY CLAIM** to royalties, compensation or other benefit, **AND ANY CLAIM (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED UPON INVASION OF PRIVACY, DEFAMATION, OR RIGHT OF PUBLICITY)** arising out of any Authorized Use or any blurring, distortion, alteration, optical illusion, or use in composite form, whether or not intentional, of my image, picture, portrait, photograph, electronic reproduction or other likeness;
7. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
8. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;
9. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
10. In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by **THE RELEASEES** with respect to the safety of the Dance Studio other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**  
**I UNDERSTAND THAT THIS RELEASE AGREEMENT WILL APPLY TO ANY AND ALL VISITS BY ME OR MY CHILD TO THE DANCE STUDIO.**

**THE RELEASEES' LIABILITY IS EXCLUDED BY THESE CONDITIONS**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Witness

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

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

\_\_\_\_\_  
Signature of Parent or Guardian if Participant is under 19 years

**THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED AND SIGNED, AND WITNESSED BY US, PRIOR TO YOU AND/OR YOUR CHILD ATTENDING THE DANCE STUDIO.**