



Parental/Legal Guardian Consent

In consideration of my MINOR child being permitted to participate in classes and activities offered ("the events") at North Pole Dance Studio, I agree that I know the nature of the events offered at North Pole Dance Studio and the MINOR's experience and capabilities and believe the MINOR to be qualified to participate in the events offered by North Pole Dance Studio. I will inspect the premises, facilities, and equipment to be used, or with which the MINOR may come into contact. If I or the MINOR believe anything is unsafe, I will instruct the MINOR to immediately leave the area and refuse to participate further in the events at North Pole Dance Studio.

I FULLY UNDERSTAND and will instruct the MINOR that the events at North Pole Dance Studio may be dangerous and participation in these and/or entry to the area involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death. These risks and dangers may be the MINOR's own actions, or inactions, the actions or inactions of others participating in the events, the rules of the events, the condition and layout of the area and equipment, and/or the negligence of the "Releasees" named below. There may be other risks not known to me or that are not readily foreseeable at this time; the social and economic losses and/or damages that could result from those risk(s) could be severe and could permanently change the MINOR's future.

I FULLY UNDERSTAND that novel coronavirus ("COVID-19") infected cases have been confirmed in throughout the United States, including several cases in Texas. I am fully aware of the risks involved in participating at North Pole Dance Studio. I will not bring the MINOR to the studio if he/she is experiencing any symptoms related to COVID-19 as described by the CDC and WHO. I will not bring the MINOR to the studio if he/she has traveled to places subject to CDC Level 3 Travel Notice, unless the MINOR is cleared after the 14-day quarantine period.

I CONSENT to the MINOR's participation in the events and/or entry into the area and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW.

I FULLY UNDERSTAND that North Pole Dance Studio does not offer child care services. If my child is under 14 years old, I understand that I must wait for my child in the common area during the entire duration of the class my child is enrolled in. Enrollment is under probationary period to determine whether or not my child is fit for this environment. We will assess their ability to listen and respect the instructor(s) and fellow student(s).

I FULLY UNDERSTAND that I and my child are expected to follow all studio rules and policies.

I affirm that I am at least 18 years of age and the parent/legal guardian of the MINOR. I certify that all information I provided to North Pole Dance Studio is true, that I have carefully read the Parent/Legal Guardian Consent, that I fully understand its content and that it cannot be modified orally. I sign this agreement on my behalf and on behalf of the MINOR. I HAVE READ AND UNDERSTAND THIS PARENTAL/LEGAL GUARDIAN CONSENT AND SIGN IT OF MY OWN FREE WILL.

Signature of Parent of Legal Guardian: _____ Date: _____

Printed Name of Parent or Legal Guardian of Participant: _____

Name of Minor Participant: _____ Age: _____

FOR STUDIO USE

Received by: _____ Date: _____



Waiver and Release of Liability

In consideration of the risk of injury while participating in all aspects of physical activity (the "Activity"), and as consideration for the right to participate in the Activity, I hereby 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 at North Pole Dance Studio, and do hereby release and forever discharge North Pole Dance Studio, located at 20626 Stone Oak Parkway Suite 104, San Antonio, TX 78258, their affiliates, managers, members, agents, attorneys, staff, team members, volunteers, heirs, representatives, predecessors, successors and assigns, 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 this Activity.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Texas. In accordance with the most recent guidance and protocols issued by the World Health Organization, the Centers for Disease Control and Prevention, and Texas Department of State Health Services, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned nor such participating minor shall visit or utilize the facilities, services, and programs of North Pole Dance Studio within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list located at <https://wwwnc.cdc.gov/travel/> prior to utilizing the facilities, services, and programs of North Pole Dance Studio on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating minor shall visit or utilize the facilities, services, and programs of North Pole Dance Studio if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify North Pole Dance Studio immediately if he or she believes that any of the foregoing restrictions may apply.

North Pole Dance Studio has taken certain steps to implement recommended guidance and protocols issued by the Health Organizations mentioned above for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that North Pole Dance Studio may revise its procedures at any time based on updated recommended guidance and protocols issued by the Health Organizations and further agrees to comply with North Pole Dance Studio's revised procedures prior to utilizing the facilities, services, and programs of North Pole Dance Studio. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by North Pole Dance Studio, social distancing of 6 feet may not be possible at all times. The undersigned fully understands both the known and potential dangers of utilizing the facilities, services, and programs of North Pole Dance Studio and acknowledges that use thereof by the undersigned and such participating minor may, despite North Pole Dance Studio's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

In further consideration of being permitted to enter North Pole Dance Studio for any purpose including, but not limited to, observation or use of facilities or equipment, or participation in any on-site or off-site program affiliated with North Pole Dance Studio, the undersigned hereby agrees to the following:

The undersigned, on his or her behalf and on behalf of such participating minor, hereby releases, waives, discharges and covenants not to sue North Pole Dance Studio, its directors, officers, employees, volunteers, team members, and agents from all liability to the undersigned or such participating minor and all personal representatives, assigns, heirs and next of kin of the undersigned or such participating minor (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating minor) whether caused by negligence, active or passive, of North Pole Dance Studio or otherwise while the undersigned or such participating minor are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with North Pole Dance Studio. The undersigned expressly and knowingly waives all rights under: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The undersigned hereby agrees to indemnify and save and hold harmless North Pole Dance Studio, its directors, officers, employees, volunteers, team members, and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or such participating minor is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with North Pole Dance Studio. The undersigned understands and agrees that North Pole Dance Studio is not required to provide insurance to cover the undersigned or such participating minor in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with North Pole Dance Studio. The undersigned hereby agrees to indemnify and hold harmless North Pole Dance Studio against any and all claims, suits or actions of any kind whatsoever for liability, damages, 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 North Pole Dance Studio incurs any of these types of expenses, I agree to reimburse North Pole Dance Studio.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of North Pole Dance Studio, its agents, and employees. 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.

The undersigned agrees and acknowledges that use of North Pole Dance Studio facilities and services, and participation in North Pole Dance Studio programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. The undersigned hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the undersigned or such participating minor due to negligence, active or passive, or otherwise while in, about or upon the premises of North Pole Dance Studio and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with North Pole Dance Studio. The undersigned acknowledges that any illness or injuries that the undersigned or such participating minor contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, the undersigned and such participating minor acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

The undersigned and such participating minor 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 undersigned and such participating minor voluntarily participating in the activity(ies) conducted at North Pole Dance Studio. I will abide by all studio policies and protocols set forth by North Pole Dance Studio.

The undersigned and such participating minor recognize that the activity requires physical exertion that may be strenuous at times and may cause physical injury and is fully aware of the risks and hazards involved.

The undersigned and such participating minor understand that it is he undersigned and such participating minor's responsibility to consult with a physician prior to and regarding participation in any activity held at North Pole Dance Studio.

The undersigned and such participating minor represent and warrant that the undersigned and such participating minor have no medical condition that would prevent participation in the activity.

The undersigned and such participating minor agree to assume full responsibility for any risks, injuries or damage known or unknown which the undersigned and such participating minor might incur as a result of participating in the program. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death.

The undersigned and such participating minor knowingly, voluntarily and expressly waive any claim the undersigned and such participating minor may have against North Pole Dance Studio, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns for injury or damages that the undersigned and such participating minor may sustain as a result of participating in activity.

The undersigned further expressly agrees that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and

that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDECEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AN AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM NORTH POLE DANCE STUDIO IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT NORTH POLE DANCE STUDIO OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. **IF SIGNING ON BEHALF OF A MINOR AND/OR LEGAL WARDS, I REPRESENT AND WARRANT TO NORTH POLE DANCE STUDIO THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).**

Photography/Video Release

Participants involved in any activities offered by North Pole Dance Studio may be photographed or videotaped. I hereby consent to the use of these photographs and/or videos without compensation, on the North Pole Dance Studio website, streaming service, social media accounts, and/or in any editorial, promotional or advertising material produced and/or published by North Pole Dance Studio.

I affirm that I am at least 18 years of age. I certify that all information I provided to North Pole Dance Studio is true, that I have carefully read and understand the Waiver and Release of Liability AND Photography/Video Release and agree to all terms.

Signature of Parent of Legal Guardian: _____ Date: _____

Printed Name of Parent or Legal Guardian of Participant: _____

Name Of Minor Participant: _____ Age: _____

Emergency Contact Information:

CONTACT 1

Name: _____

Relationship: _____

Phone Number: _____

CONTACT 2 (if applicable)

Name: _____

Relationship: _____

Phone Number: _____

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Received by: _____ Date: _____