



## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of DC Cowboys Dance Company and DC Cowboys Dance School, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity by, through, under or on their behalf (hereinafter collectively referred to as "DC Cowboys Dance School"), I hereby agree to release, indemnify, and discharge DC Cowboys Dance School, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in dance instruction and training entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks of this physical activity include, among other things: the hazards of slips and falls; the danger of pulling muscles or twisting joints; bruising from physical contact; my own physical condition, and the physical exertion associated with this activity. Furthermore, DC Cowboys Dance School instructors have difficult jobs to perform. They seek safety, but they are not infallible and among other things (1) they might be unaware of a participant's fitness or abilities, and (2) they may give incomplete or inaccurate instructions or warnings. **(INITIAL)** \_\_\_\_\_
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. **(INITIAL)** \_\_\_\_\_
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless DC Cowboys Dance School from and against any and all claims, demands, suits, judgments, damages, liability, cost or expense, or causes of action, which are in any way connected with my participation in any activity at DC Cowboys Dance School. **(INITIAL)** \_\_\_\_\_
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. **(INITIAL)** \_\_\_\_\_
5. Should DC Cowboys Dance School or anyone acting on their behalf, be required to incur reasonable attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. **(INITIAL)** \_\_\_\_\_
6. Notwithstanding anything to the contrary herein, in the event that I file a lawsuit against DC Cowboys Dance School, I agree to do so solely in the District of Columbia, and I further agree that the substantive law of the District of Columbia shall apply in that action without regard to the conflict of law rules of that district. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. **(INITIAL)** \_\_\_\_\_

By signing this document, I acknowledge that if anyone is hurt, or property is damaged or lost during my participation in this activity, I waive my right to maintain a lawsuit against DC Cowboys Dance School on the basis of any claim from which I have released them herein. **(INITIAL)** \_\_\_\_\_

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I agree that a digitally reproduced/scanned version of this waiver is fully valid and representative of the original, signed executed copy.

Participant: \_\_\_\_\_  
(PRINT NAME) (SIGNATURE)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM / DD / YY

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_