

# Epicenter Dance Weekend

## Release of Liability, Assumption of Risk, and Indemnity Agreement

This Liability Waiver ("Waiver") relates to participation in the **Epicenter dance event** (the "Event") taking place in Mill Valley, California. This Waiver is executed by the undersigned participant—and, if applicable, their parent or legal guardian—and the Event sponsors (North Bay Country Dance Society), Event organizers (Epicenter Committee), and the Event hall and facilities owners (Strawberry Recreation District), including all their directors, officers, agents, employees, volunteers, representatives, and affiliated entities (collectively, the "Released Parties").

**1. Acknowledgment of Risk:** I acknowledge that engaging in dance activities, travelling to and from the dance hall, and navigating the hall's facilities involves inherent risks that could result in injury, illness, property damage, permanent disability, or death. These risks include (but are not limited to):

Slips, trips, and falls on various surfaces; Collisions with objects or individuals; Muscle strains, sprains, dislocations, fractures; Overexertion, dehydration; Actions of other participants or third parties; Exposure to infectious, bacterial, or viral agents (including COVID-19); Equipment malfunction or failure; Environmental or weather conditions; Loss or damage to personal property by theft or other means.

I understand that these risks are inherent and may result from the negligence or carelessness of the Released Parties or others, as well as from dangerous or defective equipment or property owned, maintained, or controlled by the Released Parties. These risks cannot be eliminated without jeopardizing the essential qualities of the Event activities.

**2. Voluntary Participation & Assumption of Risk:** Participation is voluntary. By signing below, I expressly and voluntarily assume all risks—whether foreseeable or not—arising from participation, including those caused wholly or partly by the actions or inactions of the Released Parties or others, or the condition of the venue, equipment, or facilities.

**3. Waiver and Release of Liability (Including California Civil Code Section 1542 Waiver):** In consideration for being permitted to participate, I (on behalf of myself and my heirs, executors, administrators, successors, assigns, and representatives) fully and forever waives, releases, acquits, and discharges the Released Parties from any and all claims, liabilities, causes of action, damages, losses, demands, or judgements relating to any injury, illness, death, or property loss or damage incurred during or caused by participation, whether arising from the negligence of the Released Parties or otherwise, to the maximum extent permitted under California law.

California Civil Code Section 1542 states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release and that, if known, would have materially affected their settlement with the debtor or

released party." I expressly waive the protections of Section 1542 and release all such unknown claims.

**4. Indemnification:** I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising from or related to my participation in the Event, including claims brought by third parties.

**5. Medical Treatment:** I confirm that I am sufficiently physically fit to participate and that there are no health-related reasons that preclude my participation in this activity. I understand that Released Parties do not assume responsibility for medical care, and I authorize Released Parties to obtain emergency treatment if needed. I understand that if I am incapacitated or otherwise unable to make a decision regarding medical care in the event of an injury or illness during the Event, unless circumstances require immediate medical emergency care, there will be an attempt to notify my emergency contact (at the phone number provided during the registration process) prior to seeking medical treatment for such injury or illness. I hold the Released Parties harmless for their good faith decisions in seeking or not seeking medical care for injuries or illness that I may sustain during the Event. I further acknowledge and understand that I will be responsible for any medical bills that may be incurred on my behalf for physical illness or injury that I may sustain in relation to the Event.

**6. Minor Participants:** If I am under 18, a parent or guardian must sign below, acknowledging full authority to sign and agree to all terms on the minor's behalf.

**7. Severability, Jurisdiction and Venue, Entire Agreement**

- If any part of this Waiver is held invalid, the remainder will remain in full force and effect.
- This Waiver is governed by California law. Any legal disputes will be resolved in a court of competent jurisdiction located in California.
- This document constitutes the entire understanding between myself and Released Parties regarding my participation. Any changes must be in writing, signed by both parties.

**8. Acknowledgment:** By signing below, I (or, if applicable, my parent or guardian) confirm that I am at least 18 years old and have read, understood, and voluntarily agree to the terms above. I understand that this is a legally binding contract and, by signing, I am giving up substantial legal rights, including the right to sue, to the fullest extent permitted by law. I further intend for this release to be effective and binding not only on myself but also on my heirs, executors, administrators, successors, and assigns. (Note that this waiver does not and cannot release claims for gross negligence, willful misconduct, or rights that cannot be waived under California law.)