

# **NBCDS Release of Liability, Assumption of Risk, & Indemnity Agreement**

This Liability Waiver ("Waiver") relates to participation in North Bay Country Dance Society (NBCDS) events in northern California (each, an "Event"). This Waiver is executed by the undersigned participant—and, if applicable, their parent or legal guardian—for the benefit of North Bay Country Dance Society (NBCDS), its event sponsors, dance managers, NBCDS board members, property owners, lessors, landlords, the event halls and facilities, and any premises where NBCDS events are held, including all of their respective directors, officers, agents, employees, volunteers, representatives, and affiliated entities (collectively, the "Released Parties").

## **1. Acknowledgment of Risk**

I acknowledge and understand that participation in the Event involves inherent, unavoidable, and significant risks, including the risk of serious personal injury, illness, property damage, permanent disability, or death. These risks are an integral part of recreational dancing activities and cannot be eliminated without fundamentally altering the nature of the Event. Such risks include, but are not limited to:

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

I further acknowledge that these risks may arise from the ordinary negligence of the Released Parties or others, or from the condition of the premises, equipment, or facilities, and that I nevertheless choose to participate with full knowledge and appreciation of these risks.

## **2. Voluntary Participation & Assumption of Risk**

I voluntarily elect to participate in the Event. I expressly and voluntarily assume all risks of harm, whether known or unknown, inherent or otherwise, foreseeable or unforeseeable, arising from or related to my participation in the Event, including risks arising from the ordinary negligence of the Released Parties or others, or from the condition of the premises, equipment, or facilities.

## **3. Waiver and Release of Liability (Including California Civil Code Section 1542 Waiver)**

In consideration for being permitted to participate in the Event, I, on behalf of myself and my heirs, executors, administrators, successors, and assigns, irrevocably and unconditionally release, waive, discharge, and covenant not to sue the Released Parties from any and all claims, demands, causes of action, losses, damages, or liabilities of any kind, whether known or unknown, suspected or unsuspected, arising out of or related to my participation in the Event, including claims arising from the ordinary negligence of the Released Parties, to the maximum extent permitted by California law.

California Civil Code Section 1542 provides: "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, would have materially affected his or her settlement with the debtor or released party." I expressly waive and relinquish all rights and benefits under Section 1542 and any similar law, and I acknowledge that this waiver applies to unknown or unsuspected 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 arising from my actions or presence at the venue, 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 the Released Parties do not assume responsibility for medical care, and I authorize the Released Parties to obtain emergency medical treatment and transportation 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 any Event, unless circumstances require immediate medical emergency care, an attempt will be made to notify my emergency contact prior to seeking medical treatment. I hold the Released Parties harmless for their good faith decisions in seeking or not seeking medical care. I further acknowledge and understand that I am responsible for any medical bills incurred on my behalf as a result of participation in the Event.

## 6. Minor Participants

If the participant is under eighteen (18) years of age, a parent or legal guardian must sign below, acknowledging full authority to sign and agreeing to all terms of this Waiver on the minor's behalf.

## 7. Severability, Governing Law, Jurisdiction, and Entire Agreement

If any provision of this Waiver is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Waiver shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action or proceeding arising out of or relating to this Waiver shall be brought in a court of competent jurisdiction located in California.

This Waiver constitutes the entire agreement between the participant and the Released Parties regarding participation in the Event. Any modification must be in writing and signed by the participant.

## 8. Acknowledgment

By signing below, I (or, if applicable, my parent or legal guardian) acknowledge that I am at least eighteen (18) years of age, or the parent or guardian of the minor participant; that I have read and understood this Waiver; that I understand it is a legally binding contract; and that I voluntarily agree to be bound by its terms. I understand that by signing this Waiver, I am giving up substantial legal rights, including the right to sue, to the fullest extent permitted by law. This Waiver does not release claims for gross negligence, willful misconduct, or rights that cannot be waived under California law.

## PARTICIPANT SIGNATURE

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PARENT / LEGAL GUARDIAN CONSENT (FOR MINORS)

I certify that I am the parent or legal guardian of the minor named above. I consent to the minor's participation in the Event and agree to all terms of this Waiver on the minor's behalf. I further agree to defend, indemnify, and hold harmless the Released Parties from any claims arising from the minor's participation.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_