

## **GENERAL RELEASE, INDEMNIFICATION AND MEDIAL RELEASE**

This General Release, Indemnification and Medical Permission Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Limitless Dancing Warriorette, LLC. (Together with any and all of their officers, directors, owners, board members, members, contractors, instructors and parent volunteers. Collectively ("LDW/SOVEREIGN PROPERTIES LLC/OTHER"), as their party of the first part, and \_\_\_\_\_ (the "Participant"), and if Participant is a minor, Participant's parent or guardian, \_\_\_\_\_ as the party of the second part.

In consideration for participation in dance/cheer classes, productions, camps, clinics, community events, parades, showcases, performances and/or other events that the OTHER sponsors, administers, manages, provides instruction for or is otherwise involved with in any manner, directly, or indirectly, at any time during the year **2021** (collectively the "Productions" and "Competitions"), and the use of the property, facilities, services, and instruction of LDW/OTHER today, and on all future days (the "Additional Services") (the "Competitions", the "Classes", the "Productions", the "Parades", the "Showcases", the "Community Events" and the "Additional Services" are collectively referred to herein as the "Activities"), the Participant, his or her parent(s) or guardian(s), and all their heirs, assigns and personal representatives, hereby agree to the following:

1. The Participant understands that as in all physical endeavors there are risks in and around the Activities including but not limited to injury, sickness and in some cases death. The Participant agrees to assume any and all risks arising out of or related to the Activities, including, without limitation, the risk of physical injury, emotional injury, sickness, death, property damage, falls, collision with people or stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
2. The Participant authorizes LDW/OTHER to transport or authorize transportation of the Participant to a medical facility and/or hospital and for LDW/OTHER to authorize emergency medical treatment to the Participant.
3. The Participant hereby releases and forever discharges LDW/OTHER from any and all acts of active or passive negligence on the part of LDW/OTHER and any and all liabilities, claims, causes of action, suit, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings, whatsoever, know or unknown, accrued or not accrued, arising out of or related to this Agreement, the Participant and/or the Participant's involvement in the Activities, including without limitation, those based on death, personal injury, property damage, libel, slander and/or invasion of privacy.
4. The Participant hereby agrees to indemnify, defend and hold LDW/OTHER harmless from, any and all liabilities, claims, causes of action, suits, controversies, judgments, demand, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or
5. proceedings whatsoever, arising out of or related to the Agreement, the Participant and/or the Participant's involvement in the Activities, including but not limited to, any challenge by the Participant to this Agreement or any provision thereof, and any suit, action or proceeding brought by the Participant and/or any other party.

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

6. The Participant hereby agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from Activities, being present in any facility at which the Activities are held (including OTHERS) slips, falls, stairs, exits, entrances, fire and/or other occurrence or event, known or unknown.
7. This Agreement shall be enforced and interpreted under the laws of the State of Maryland (except for Maryland's conflict of laws principles). Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to at the smallest degree necessary to render such clause valid and enforceable and the remainder of the Agreement shall not be affected. When Participant's parent or guardian, if Participant is a minor, signs this Agreement, the term "Participant" as used throughout this Agreement will be deemed included without limitation: (1) the Participant; and (2) the Participant's parent(s) or guardian(s); and (3) all of their respective heirs, assigns and personal representatives. This Agreement shall be specialty, that is, subject to twelve (12) year statute of limitation. Venue for any legal proceedings arising out of or related to this Agreement shall be in Prince Georges County, Maryland or in the United States District Court located in Baltimore, Maryland if diversity of citizenship exists.
8. I also give permission for the Participant or myself to be photographed, videotaped, and/or audio taped during the aforementioned activities and for said photographs, videotapes, and/or audio tapes to be used in print, social media or any broadcast for promotion of the program.
9. **THE PARTICIPANT ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS A GENERAL RELEASE, INDEMNIFICATION AND MEDICAL PERMISSION, AND APPLIES WITHOUT EXCEPTION TO ALL ACTIVITIES (AS DEFINED ABOVE) THAT THE PARTICIPANT PERFORMS IN, ATTENDS OR IS OTHERWISE INVOLVED WITHIN ANY MANNER, DIRECTLY OR INDIRECTLY AT THE TIME DURING THE CALENDAR YEAR. I CERTIFY THAT I UNDERSTAND THE RULES AND REGULATIONS OF THE PROGRAM AND I HAVE FULLY READ THIS AGREEMENT AND WILL COMPLY WITH THE CONTENTS HEREIN.**

\_\_\_\_\_  
Parent/Legal Guardian/Adult Participant Signature

\_\_\_\_\_  
Minor Participant(s) Name (Please Print)

\_\_\_\_\_  
Minor Participant Name (Please Print)

\_\_\_\_\_  
Parent/Legal Guardian/Adult Participant Printed Name

\_\_\_\_\_  
Parent/Guardian/Participant Cell Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date