

# MJ Performing Arts Academy

Guardian Name:

Student Name:

Age:

Date of Birth:

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Address:

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Cell Phone:

Email:

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Emergency Contact:

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## **Release of Liability**

I understand that any fitness activity or program carries with it risks, some of which are significant. Although MJ Performing Arts Center LLC, has taken reasonable and prudent steps to create a safe environment and minimize foreseeable risks, they still exist. Accordingly, in exchange for my/our being allowed to participate in a fitness activity, class, or program (the "Program"), to be conducted primarily at the studio located in Webster Groves and at various off-site locations not under the control of MJ Performing Arts Academy (the "Premises"), I/we (named above), and if I/we am/are not yet 21 years old, my/our parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

Initial \_\_\_\_\_ I have read the above and agree.

## **Voluntary Participation**

I understand and confirm that my participation in the Program is voluntary.

Initial \_\_\_\_\_ I have read the above and agree.

## **Identification of Risks & Assumption of Risk**

I understand that there are certain dangers, hazards, and risks inherent in fitness-related activities that are included in the Program. I also understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to MJ Performing Arts Academy and not reasonably foreseeable at this time. I understand that this Release of Liability and Waiver is intended to address all of the risks of any kind associated with my use of the Premises and my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of MJ Performing Arts Academy or its directors, officers, employees, instructors, agents, volunteers, successors, assigns or other individuals and entities making certain products, services and/or facilities available to Program participants (collectively, "Representatives"). I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my use of the Premises and my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my use of the Premises and my participation in the Program, which may include my transit to and from a Program.

Initial \_\_\_\_\_ I have read the above and agree.

## **Release and Waiver**

I release MJ Performing Arts Academy and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my use of the Premises and my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of MJ Performing Arts Academy or its Representatives (a "Claim").

Initial \_\_\_\_\_ I have read the above and agree.

## **Indemnification & Binding Effect**

I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) MJ Performing Arts Academy and its Representatives from all claims for any liability, injury, infection, loss, damage, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my use of the Premises and my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of MJ Performing Arts Academy or any of its Representatives. Binding Effect- This instrument shall be binding upon my relatives, personal representatives, heirs,

beneficiaries, next of kin, or assigns and shall inure to the benefit of MJ Performing Arts Academy and any of its Representatives.

Initial \_\_\_\_\_ I have read the above and agree.

**Consent to Medical Treatment**

I authorize MJ Performing Arts Academy and its Representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to the Premises or any participation in the Program. This consent does not impose a duty upon MJ Performing Arts Academy or its Representatives to provide such assistance, transportation, or services.

Initial \_\_\_\_\_ I have read the above and agree.

**Media**

I understand that while participating in the Program, I may be the subject of photographs or video recordings taken by MJ Performing Arts Academy (the "Media"). I authorize MJ Performing Arts Academy to use such Media for marketing purposes, including use in MJ Performing Arts Academy's print materials or on its website. Moreover, I waive any right that I may have to inspect or to approve the Media prior to MJ Performing Arts Academy's use for marketing purposes.

Initial \_\_\_\_\_ I have read the above and agree.

**Cancellation Policy**

To drop out of a class and avoid future tuition payments, we must have a written request via email prior to tuition dates. We cannot refund tuition.

Initial \_\_\_\_\_ I have read the above and agree.

**Severability**

If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

Initial \_\_\_\_\_ I have read the above and agree.

**Applicable Law**

This instrument shall be governed, construed, and enforced in accordance with the law of the State of Missouri.

Initial \_\_\_\_\_ I have read the above and agree.

**Covid-19**

I fully recognize that there are dangers and risks to which I and others may be exposed by to by entering the MJ Performing Arts Academy premises at 15 S Orchard Avenue. The following is a non-exclusive list of significant dangers and risks associated with this activity: Injury to myself or other, Contracting of Covid-19, damage to my property, death to myself or others. In no event shall MJ Performing Arts Academy be liable for direct, indirect, special incidental, or consequential damages, whether in tort, contract, or any other legal theory, in connection with or arising out of customer's entering the MJ Performing Arts Premises at 15 S Old Orchard Avenue. I understand that MJ Performing Arts Academy is permitting individuals to enter the premises despite the ongoing spread of COVID-19, commonly known as "the Corona Virus." Despite efforts to prevent the spread of this virus, Customer might contract this virus at MJ Performing Arts Academy. Said permission for Customer by MJ Performing Arts Academy to enter the premises is not to be relied upon as determination that it is safe or advisable even if done in accordance with Center for Disease Control guidelines, State of Missouri guidelines, federal guidelines, local guidelines, and/or any other statutes, regulations, guidelines. All persons who enter the premises of MJ Performing Arts Academy do so at their own risk and peril.

In exchange for my/our child(ren) or ward(s) being allowed to participate in the Program and as the parent(s) or legal guardians, the customer, as of the date below, shall hereinafter save hold harmless, and indemnify MJ Performing Arts Academy against any and all liability claims, causes of action, and costs of whatsoever kind and nature including without being limited to death, resulting from, arising out of, or occurring in connection with my entering on the MJ Performing Arts premises at 15 S Old Orchard Avenue. MJ Performing Arts Academy has no liability under any theory of liability for permitting Customer to enter the premises at MJ Performing Arts Academy. I, therefore, agree to assume and take on myself all the risks and responsibilities in any way associated with my entry onto the premises of MJ Performing Arts Academy. In consideration of and

return for the opportunity to enter the premises of MJ Performing Arts Academy I release MJ Performing Arts Academy (and all MJ Performing Arts Academy owners, employees, and agents) from any and all liability, claims, and actions that may arise from injury or harm to me or others, including death, or from damage to my property or to property of any other in connection with my presence at MJ Performing Arts Academy. I understand that this release also covers liability, claims, and actions caused entirely or in part by MJ Performing Arts Academy act or failure to act, including but not limited to negligence, mistake, or failure to enforce, supervise, or maintain. I assure MJ Performing Arts Academy that there are no health-related reasons or problems which preclude or restrict or otherwise advise against my presence at MJ Performing Arts Academy. I further assure MJ Performing Arts Academy that I have adequate health, property, and liability insurance necessary to provide for and pay any medical costs or property damage that may directly or indirectly result from my presence at MJ Performing Arts Academy and I will indemnify and hold MJ Performing Arts Academy harmless for any such medical costs or property damage. The facts, circumstances, situation, and advised response to COVID-19 is constantly changing, and MJ Performing Arts Academy has no reliable way to keep fully abreast of this information. The fact that MJ Performing Arts Academy is permitting Customer to enter the premises does not in any way, shape, form, or manner indicate that it is safe to do so.

I understand that this release means I am giving up, among other things, all rights I may otherwise have to sue MJ Performing Arts Academy, MJ Performing Arts Academy owners, employees, and or agents for injuries (including death), damages, or losses I may incur or cause. I agree to hold MJ Performing Arts Academy, MJ Performing Arts Academy owners, employees, and or agents, harmless from all claims made by third parties that are in any way associated with my entry onto the premises of MJ Performing Arts Academy. I shall be liable for all attorney fees, Court costs, and all other costs incurred by MJ Performing Arts Academy in enforcing or defending any such claim or any portion of this Release. I also understand that this release is binding on all of my minor children and minors for whom I am legal guardian, as well as the heirs, executors, administrators, and assigns of my minor children and minors for whom I am legal guardian. I further understand that if I am executing this release on behalf of a minor child, then I shall hold MJ Performing Arts Academy harmless against the claims of any other parent or legal guardian of said child who has not signed this release. I also understand that this release binds my heirs, executors, administrators, and assigns, as well as myself.

Initial \_\_\_\_\_ I have read the above and agree.

**Signature**

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT AND AM SIGNING IT VOLUNTARILY.

\_\_\_\_\_  
Participant signature if 18+ or Legal Guardian signature required

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Date