

**PARTICIPATION AGREEMENT, RELEASE
OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISK**

BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO: Addison Ice Arena, Addison Ice LLC (Arena), and the _____
holders and their owners, officers, directors, agents, employees, and/or representatives:

ASSUMPTION OF RISK: I am aware that any physical activity involves certain inherent risks, dangers and hazards which can result in serious personal injury or death. I am also aware Ballet, dance, choreography moves, exercise, and any physical activity contains potential dangers to myself and others around. **As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while participation in a physical activity class in the ballet room. I further recognize and acknowledge that the risks inherent in the sport of exercise, dance, ballet, choreography, or any physical activity, can be greatly reduced by: taking lessons, abiding by the Responsibility Code (now known as 'Your Responsibility Code') and using common sense.**

RELEASE AND WAIVER OF CLAIMS AGREEMENT: In consideration of allowing me to participate in physical activities at the Arena, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Addison Ice Arena, Addison Ice LLC., and any of the officers, agents, members, servants, and/or employees of the mentioned entities and/or the coaches resulting from the ballet, dance, choreography moves, exercise or physical activities at the Arena and in the ballet room.
- 2. TO RELEASE** Addison Ice LLC from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of my participation in the activity described in this Agreement, due to any cause whatsoever, including negligence of breach of contract on the part of the Arena and/or in the operation, supervision, design, or maintenance of the Arena & Ballet Room.

ARBITRATION: In further consideration of allowing me to participate in the physical activities in the Arena, I hereby agree to submit to binding arbitration any and all claims which I believe I may have against the Arena and/or the Instructor Heidi Kuharich, arising from Ballet Instruction activities at the Arena & in the ballet room. The arbitration shall be pursuant to the rules of the American Arbitration Association. The arbitrators shall apply the Federal Rules of Evidence to all proceedings.

Arbitration shall be commenced within one (1) year from the date on which any alleged claim first arose. Further, the arbitration shall be held in the town where the Arena is located, unless otherwise mutually agreed to by all the parties. The submission to the American Arbitration Association shall be unlimited and the arbitration award may be enforced by any court of competent jurisdiction.

BINDING EFFECT OF AGREEMENT: In the event of my death or incapacity, this Agreement shall be effective and binding upon by heirs, next of kin, executors, administrators, assigns and representatives.

ENTIRE AGREEMENT: In entering into this Agreement, I am not relying upon any oral or written representation other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ARENA AND THE SEMINAR Owners.

PARTICIPANT:	
Last Name	First Name
Address	
City	
State	Zip/Postal Code
()	
Telephone	
DOB	Sex
Parent Name if Participant is under 18	Email address

CLASS/PROGRAM/ SEMINAR: BALLET CLASS Class Dates: (June 14, 2021 – August 13, 2021)
Name of Class or program BALLET FOR FIGURE SKATERS
Class Instructors HEIDI KUHARICH/ OVERSEEN BY TIFFANY SFIKAS

Signature of Participant

Signature of Parent or Guardian if Participant is a minor

Date of Signature