



2c Stomp Comp

Waiver & Release

In consideration of being allowed to participate in the Dirt Road Dancing “2c Stomp Comp” and related events and activities, the undersigned, for myself, my personal representatives, assigns, heirs and next of kin agrees to the following:

- 1) I acknowledge and agree that I am age 16 or older.
- 2) I acknowledge and fully understand I will be engaging in activities that involve risk of damage to personal property or serious injury, including choking, vomiting, or feeling nauseous or dizzy, and social and economic losses which might result not only from my own actions, inactions or negligence, but also the actions, inactions, or negligence of others, the rules of play, the condition of the premises or of any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
- 3) I assume all of the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following such damages, injury, disability or death.
- 4) I RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE Dirt Road Dancing, the Indian Creek Plaze, any other sponsors of the 2c Stomp Comp and their respective administrators, directors, officers, agents, employees, contractors, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premise used to conduct the 2c Stomp Comp (collectively, the “Releasees”), from any liability to me, my heirs and next of kin for any and all claims, demands, losses, expenses or damages on account of damage to personal property or injury caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise. I further agree that if, despite this release and waiver of liability, assumption or risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against one of the Releasees as a result of my involvement in the 2c Stomp Comp, I WILL INDEMNIFY, SAVE, and HOLD HARMLESS each of the Releasees from any expenses, attorney fees, loss, liability, damage or cost which any of the Releasees may incur as a result of such claim or demand.
- 5) This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

COVID-19

- 1) I assume the risk that I, my guests and/or my family members may be exposed to or become infected with coronavirus and that such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as fever or body aches, or more severe complications, such as pneumonia or organ failure; or permanent disability or death; and
- 2) I understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence or myself or others, including but not limited to, the employees, owners and other members of Dirt Road Dancing LLC and
- 3) I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense of any kind (including medical bills, attorneys’ fees and court costs), that I, my guests or my family may experience or incur in connection with my access to the studio or participation in the services provided by Dirt Road Dancing LLC (collectively, “Claims”); and

4) I hereby release, covenant not to sue, discharge and hold harmless Dirt Road Dancing LLC, and each's employees, agents, owners, representatives, and affiliates (collectively "Releasees"), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my access to the studio or participation in the services provided by Dirt Road Dancing LLC, whether arising out of the negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to the studio or participation in any of the services provided by Dirt Road Dancing LLC; and

I HAVE READ THE ABOVE WAIVER AND RELEASE , FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ETENT PERMITTED BY LAW AND AGREE THAT IF ANY PORTION OF THIS WAIVER AND RELEASE IS HELD INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Name: _____ Date of Birth: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____

Participant's Name: _____ Date of Birth: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Signature: _____