



PARENT/GUARDIAN WAIVER FOR MINORS (if student is under 18 years old)
***Please note all trial classes/drop in classes/tuition are non-refundable.**

The undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consent to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth below. The undersigned parent and/or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to in this Enrollment from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor, parents, of the legal guardian.

FITNESS

LUX provides access to certain equipment as part of its students' and guests' participation in the programs available at LUX. Said equipment can include, but is not limited to, tumbling tracks and other dance and gymnastics related equipment. In order to utilize said equipment, I agree to be bound by the following terms and accept the following risks as described herein. I understand that there are risks of physical injury associated with, arising out of, and inherent to dance and exercise of any kind. These risks include the potential for slips and falls, sprains, strains, dislocations, soft tissue injuries, musculoskeletal injuries, pediatric conditions, and other risks not specified here. These risks may increase with the use of gymnastic equipment based on the movements associated with the activities and the height of the equipment.

Understanding these risks and the potential for others not listed, I knowingly and voluntarily agree to personally accept and assume all of the risks present in my participation at LUX. My participation at LUX is entirely voluntary, and I choose to participate in spite of the risks. I expressly assume all risks and take full responsibility for any injuries, damages, or losses which I may incur as a result from these activities, and I, for myself, heirs, administrators, and executors, do hereby fully forever release and discharge LUX, its owners individually, and its instructors and staff, from any and all claims, demands, damages, rights or actions or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my participation in the classes, workshops, or other activities.

I declare myself, to the best of my knowledge, to be physically sound, have sufficiently prepared or trained for participation in the activity or event, are suffering from no condition, impairment, disease, infirmity or other illness, and have not been advised by a qualified medical professional to not participate in these classes, workshops, performance and activities offered by LUX, its owner, employees, or agents. LUX will make no evaluation or recommendation whether students or guest are sufficiently fit for any exercise or dance activities. It is always advisable to consult your physician before undertaking a dance or physical exercise program.

Furthermore, I agree to obey the class and facility rules, codes, and policies that are put in place by LUX before or at any time during my participation. I take full responsibility for my behavior in addition to any damage I may cause to the facilities utilized by LUX. Dance education sometimes requires hands-on instruction as well as verbal instruction. Instructors may correct dancers by touching their arms, legs, feet, hips, back and head to move them in the correct position. I acknowledge that this is a common standard in dance instruction and understand that it is my responsibility to communicate clearly with my teacher and/or the director if any form of touch is unacceptable to me. If I have questions or concerns

regarding this or any other policies or decisions made by any representative of LUX, I agree to bring them promptly and specifically to the director's attention.

RELEASE OF CLAIMS

I hereby waive, release, and forever discharge LUX and their owners, directors, students, teachers, staff, employees, volunteers, spectators, participants and associates from any and all liability or claim that I or my representatives may have against LUX with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from my participation at LUX. This includes attorney's fees or any deductibles I may incur. I indemnify, hold harmless, and promise not to sue LUX and their owners, directors, students, teachers, staff, employees, volunteers, spectators participants and associates from all liabilities of any nature, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind suffered by me at or arising in any way from my participation in dance classes, camps, intensives, workshops, performances, troupes, the use of LUX equipment or facilities and activities associated with LUX.

I agree that this Enrollment must be executed as a condition-precedent to participating in any program whatsoever related to LUX, including participating in introductory programs, classes, special events, and that this Enrollment applies to all activities related to LUX, regardless of whether said activity is at its normal place of business or another location. This Agreement applies for the entire duration of the participant's participation with LUX.

MEDICAL TREATMENT AND INSURANCE

I understand that LUX does not assume any responsibility for or obligation to provide financial or other assistance in the event of injury or illness that may be sustained while participating in any activities associated with LUX, including but not limited to medical, health, or disability insurance or support. I authorize LUX to obtain necessary medical or dental treatment, including first aid, ambulance transport, hospitalization, or such other care necessary for my health and welfare in an emergency. I understand that I am responsible for any medical expense and that the absence of health insurance does not make LUX responsible for payment of my medical expenses. If my insurance does not cover emergency treatment that is deemed necessary and sought for me by LUX, I agree to be responsible for and pay all costs incurred on my behalf. I release and discharge LUX from any claim which may arise on account of any first aid, treatment, or service rendered in connection with my participation in LUX activities or with the decision by any representative or agent of LUX to consent to medical or dental treatment on my behalf in an emergency. I understand that LUX does not carry or maintain health, medical, dental, or disability insurance coverage for any participant. I agree to take responsibility for full payment of any emergency medical or dental costs related to my LUX participation regardless of whether I have insurance coverage.

MEDIA RELEASE

I understand that LUX may take photo and video recordings of me, or any member of my family or anyone who visits LUX or their events, during my participation in LUX classes and activities. I convey to LUX the full rights and interest in those recordings, and do hereby grant permission to LUX to use my image and likeness in such uses that include, but is not limited to, the display, distribution, publication, transmission and/or otherwise use of photographs, images, and/or video taken of myself for use in materials that include, but may not be limited to, printed materials for editorial, commercial, and/or promotional purposes, such as brochures and newsletters, advertising, videos and digital images such as those on the studio's website and Facebook/Instagram pages. By agreeing to this I understand that I am giving unrestricted permission for my image to be used in print, video and digital media. I agree that these images may be used by LUX without further notifying me and waive my right to inspect or approve any copy that is used in connection with the photograph and/or video, or any printed matter, and discharge LUX from any and all claims arising from the purposes described above, including any claim for libel and invasion of privacy. I do understand that the names of anyone under the age of 18 years old may not be used in conjunction with any video or digital images.

If at any point I do NOT consent to being photographed or video recorded, I will make sure the LUX is aware of my concerns in advance and the reasons for those concerns. I will be proactive about avoiding being photographed or recorded, and I will hold LUX harmless if a photo or video recording of me is inadvertently released despite all precautions. I understand that this choice may limit my participation in performances that are routinely photographed and/or videotaped.

ACKNOWLEDGEMENT

In signing this Enrollment, I acknowledge and represent that I have read the foregoing Enrollment, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age, or am the Participant's legal Parent or Guardian, and fully competent; and I execute this Enrollment for full, adequate and complete consideration fully intending to be bound by same.

Signature of Parent/Guardian

Print Name

Signature of Participant
(if 18 years of age or older)

Print Name

Date