

RELEASE OF LIABILITY

In exchange for participation in the activity of movement, music and dance instruction organized by Monmouth Academy of Ballet of 16 Monmouth Street, Red Bank, New Jersey 07701, I agree for myself and (if applicable) for the members of my family identified in paragraph 5 below, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Monmouth Academy of Ballet, or the employees, representatives or agents of Monmouth Academy of Ballet.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Monmouth Academy of Ballet for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Monmouth Academy of Ballet, whether caused by the fault of myself, my family, Monmouth Academy of Ballet, or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Monmouth Academy of Ballet against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Monmouth Academy of Ballet.

4. OTHER DAMAGES. I agree to pay for all damages to the facilities of Monmouth Academy of Ballet caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT. I, _____ of _____ (Street) _____ (City,State), consent to the participation of my child, _____ (Name) in the activity of movement music and dance instruction, and agree on behalf of the above minor to all of the terms and conditions of this Agreement.

6. MEDICAL AUTHORIZATION. In the event that neither I nor the emergency contact identified in paragraph 12 can be reached by telephone, Monmouth Academy of Ballet shall have the power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital.

7. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New Jersey law by a state court located in Monmouth County, N.J.

8. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

12. EMERGENCY CONTACT. In case of an emergency, please call _____
(Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT.

Parent/Guardian signature: _____ Date: _____