

**PARTICIPANT
ASSUMPTION OF RISK,
WAIVER, AND RELEASE OF LIABILITY**

I, the Participant, knowingly accepting the risk of harm, injury, and/or potential exposure to Covid-19 or its variants, or other serious injury or illness occurring out of or from my participation in any activity, including but not limited to meetings, classes, dances, social functions, or other related events (the "Activity"), and as consideration for the right to participate in the Activity, agree by my signature below, for myself, my heirs, executors, administrators, assigns, that I knowingly understand that

Club Name: **Twin Cities Rebels Swing Dance Club** ,

Address: _____, its

affiliates, managers, members, agents, attorneys, directors, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (the "Sponsor") accepts no liability for any harm to myself, my income, or my property, occurring out of or from my participation. I am voluntarily entering into this Participant Assumption of Risk, Waiver, and Release of Liability (the "Agreement").

**Personal Assumption of Risk: I am voluntarily participating in the Activity entirely at my own risk. I
acknowledge and understand the following:**

1. I assume all related risks, both known or unknown, to me or my property, of my participation in this Activity; and
2. I hereby knowingly assume the risk of injury, harm, and loss associated with the Activity, including any injury, harm, and loss caused by the negligence, fault, or conduct of any kind on the part of the Released Parties or myself; and
3. My participation may include possible exposure to an illness from infectious diseases including but not limited to Covid-19 or any variation thereof. While particular rules and personal discipline may reduce this risk, I knowingly accept the risk of serious illness and death by my participation.

 (initial)

Release of Liability: I do hereby release and forever discharge Sponsor, for any physical or psychological harm, including but not limited to suffering, transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, illness, disfigurement, temporary or permanent disability (including paralysis), injury, exposure, economic or emotional loss, and death, that I may suffer as a result of my participation in the aforementioned Activity, including traveling to and from the Activity. I agree that should any of these issues arise, will immediately discontinue my participation, and seek appropriate medical attention.

Waiver: I hereby waive any and all rights, claims, or causes of action in law or equity arising out of my participation in the Activity, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. If litigation arises pursuant to any claims, I agree to reimburse Sponsor. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence. I acknowledge Sponsor is not responsible for errors, omissions, acts or failures to act of any party or entity participating in or conducting a specific event or activity on behalf of Sponsor.

Medical Release: In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I expressly release and forever discharge the Sponsor from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the activity. I release and forever discharge the Sponsor and released parties from any other claim relating to of any first aid care, treatment, or service rendered in connection with my participation in the activity. **I am aware and understand that I should carry my own health/medical insurance.**

Damages that I Cause: In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated repair of said damages.

Freely Entered: I entered into this Agreement at arm's-length, without duress or coercion. This Agreement is to be interpreted as an agreement between two parties of equal bargaining strength. Both I, the Participant (signed below), and Sponsor agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

Severability: In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

Disputes & Jurisdiction: This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Minnesota in the County where the Sponsor maintains a legal address. If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by direct negotiations. In the event the Sponsor and Participant cannot resolve any claim or dispute between them through direct negotiations, such dispute shall be subject to mediation before resorting to a Court of Law. Costs of any mediation proceeding shall be shared equally by all parties.

I, the undersigned participant, affirm that I am of the age of 16 years or older, and that I am freely signing this Agreement. I acknowledge that I have carefully read this document, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Printed Name: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS UNDER 16 YEARS OF AGE.

In the event that the participant is under the age of consent in the State of Minnesota (16 years of age), then this release must also be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Printed Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____

CODE OF CONDUCT

Sponsor's Activities are a place to dance, socialize, and enjoy each other's company. Sponsor expects attendees to behave in a safe manner using common-sense hygienic protocols.

We celebrate inclusion and diversity, please act accordingly.

Sponsor expects all attendees to be respectful to one another at all times.

Comments on a person's appearance, age, flirtatious or sexual comments, misusing or ignoring personal pronouns, or other behavior that could make a dance partner uncomfortable will not be tolerated

Please do not bring outside issues into the Activity, we do not comment or address attendees' personal, political, postings, or other issues that are outside of our dance, class, or event. If an individual or a situation is causing you distress at our dance, please see the person in charge.

We love our attendees, and we love having fun. As the final arbiter, we reserve the right to refuse service to anyone who behaves rudely, unsafely, or inappropriately.

Initial I acknowledge that I have read and understand the above code of conduct and I agree to abide by its provisions.

Photographs and Videotaping

Initial I understand that Sponsor may be recording the Activity on videotape, film, and/or photographs, and I expressly agree to and grant the unlimited right and authority to use any recording of my participation in Activity.

SPONSOR SAFETY PROTOCOLS

- **If you have any symptoms of Covid-19 or any illness, DO NOT ATTEND.**
- Use **hand sanitizer** frequently.
- **Wash hands** for 20 seconds using soap/warm water.
- Use other **common-sense hygienic protocols**.
- If you have been around someone who is ill or exposed to Covid 19, or are not feeling well, stay home.
- If you live with others who are not vaccinated or have other risk factors, consider their safety first!

Initial I understand the above safety protocols and agree to adhere to them.