

THE
MOVEMENT
COLLECTIVE
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Liability and Media Waiver

3762 Tamiami Trail, Unit H
Port Charlotte FL 33952

Student Name: _____
Parent/Guardian Name: _____
Phone Number: _____
Email: _____
Student's DOB: _____
Address: _____

Assumption of Risk

In consideration of gaining access to 3762 Tamiami Trail, Unit H, Port Charlotte FL 33952 and engaging the services of The Movement Collective Dance and Fitness Studio, LLC or any other location in the state of Florida, their agents, The Movement Collective Dance and Fitness Studio, LLC., owners, officers, volunteers, participants, employees, insurers, directors, representatives, assigns, affiliates, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as The Movement Collective Dance and Fitness Studio, LLC, I hereby agree to forever waive, release and discharge The Movement Collective on behalf of myself, my spouse, my children, my parents, my heirs, child's caretakers, assigns, estate, insurers and personal representatives as follows: I acknowledge that participation in classes, games or activities at The Movement Collective entails known and anticipated risks that could result in property damage, physical injury, emotional injury, including but not limited to broken bones, sprains, torn ligaments, paralysis, death or other bodily injury to myself, to my child(ren), or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activities offered at The Movement Collective. I understand without a certain degree of risk students would not improve their skills. My and/or my children's participation in activity is purely voluntary and I elect to participate or allow my child(ren) to participate in spite of the risk. I hereby voluntarily release and forever discharge and agree to indemnify and hold harmless The Movement Collective, staff or any agent from any and all claims, disputes, liabilities, demands or cause of action, which are in any way connected with participation in the classes and activities or use of The Movement Collective equipment or facilities, including any such claims with alleged negligent acts or omissions of The Movement Collective. Should The Movement Collective or anyone acting on their behalf be required to for any reason to incur attorney fees and cost to enforce this agreement, I for myself and on behalf of my children, and/ or legal ward, heirs, administrators, personal representatives or assigns, agree to indemnify and hold them harmless for all such fees and costs. I understand and agree that The Movement Collective will not pay for any costs or expenses incurred by me if I, my children, or third party are injured unless such injury was caused by greater than ordinary negligence of The Movement Collective. Further, I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Florida, and that if any portion of this agreement is held invalid, the remaining portions of the agreement will continue in full legal force and effect. I acknowledge reading, understanding and accepting the statement herein. I execute it voluntarily and with full knowledge for its significance. I further certify that I am the parent or legal guardian of the minor child named on this agreement or that I have been granted power of attorney to sign this agreement on behalf of the parent or legal guardian of the child named on this agreement. I agree that I shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like shall be solely liable for any and all actions, causes of actions, penalties, claims, costs services, compensation or the like result from misrepresentation. I agree to be contractually bound by the certification.

Initial _____

Permission to Treat:

I hereby give permission to trained professionals to administer emergency medical treatment to my child should sickness or accident occur in my absence. _Initial_____

Media Release:

I hereby give consent without reservation for myself and/or my children to be photographed, videotaped or quoted verbally or in writing by The Movement Collective and its authorized representatives. I also consent to the use of my child's identity and likeness in The Movement Collective brochures, documents, and promotional materials, advertising, and on publicly accessible areas not limited to and including our website, Instagram, Facebook, and the like in current and future seasons. _Initial_____

Printed Name:_____

Date:_____

Parent/Guardian Signature:_____