

Waiver and Release of Liability
Breaks R4 Kidz LLC

I, _____, the undersigned, as the parent or legal guardian of the child/children (participants) named below:

_____, _____,
_____, _____

do hereby give my full consent and approval for my child/children to participate in any way in the **Breaks R4 Kidz** program at all locations including but not limited to: Hawaii Ballet Theatre – 1221 Kapiolani Blvd. Suite 400, Honolulu, HI 96814, St. Theresa Catholic Church/School – 712 N School St., Honolulu, HI 96817,

Other: _____ (if online classes, input your home address), and its related events and activities. I, the undersigned, acknowledge, appreciate, understand, and agree that:

1. The risk of injury or illness while participating in break dance class and as consideration for the right to participate in the activity. I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly voluntarily enter this waiver and release of liability and hereby waive all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical injury as a direct result of his/her in the activity.

2. I willingly agree to indemnify and hold harmless against all claims, suits or actions of any kind whatsoever for liability, damages, compensation of otherwise brought by my child or anyone on my behalf, including attorney's fees and any related cost, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If my child incurs any of these types of expenses, I agree to reimburse my child.

3. I acknowledge and understand that when the participant(s) is being disrespectful and/or disrupting session/class/practice, they will be notified and receive a verbal warning, also known as The Red Card. This is a way we keep our practices efficient and productive. I acknowledge and understand that if the participant(s) receive 3 Red Cards in a session/class/practice, they will be suspended from the following month. There are no refunds if disciplinary actions must be taken, including but are not limited to, suspension, parental discipline, and/or dismissal of the participant(s).

4. I give my consent to train the participant(s) dance moves that could lead to potential minor and/or serious injuries. I and the participant(s) are aware, acknowledged and understand that the participant(s) need to be attentive and cooperate in great detail to directions given by our coaches. I and the participant(s) agree to voluntarily give up or waive any right that I and the participant(s) otherwise have to bring a legal action against (Breaks R4 Kidz LLC) for personal injury, emotional damages, and/or property damages that may occur during session/class/practice and/or events.

5. I approve and understand the music is a key component to the art and culture of breakin. I am aware and I understand that explicit music may be played during practices, events, and community sessions.

6. I, the undersigned participant, affirm that I if am of the age of 18 years or older, and I am freely signing this agreement. I certify that I have read this agreement, 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.

7. I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release and discharge (Breaks R4 Kidz LLC) and all its affiliates, managers, members, agents, attorneys, staff,

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volunteers, heirs, representatives, predecessors. Successors and assigns, from all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against (Breaks R4 Kidz LLC) for personal injury, emotional damages, and/or property damages. In the event that should require medical care or treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

PARENT/GUARDIAN SOCIAL MEDIA/LIABILITY WAIVER FOR MINORS

In the event that the participant(s) is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify I am the parent or guardian of (children's names) named below, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

☐ I agree to have my child/children's picture to be taken and to be used to promote the Breaks R4 Kidz dance program.

☐ I would not like my child/children to be photographed.

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Guardian name (Print)

Parent/Guardian signature Date

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

<input type="text"/> Participant Name(s) / Student(s) Name
<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Parent/Guardian name

Parent/Guardian signature Date

Parent/Guardian & Student Information:

Parent/Guardian Name: _____

Relation to minor(s): _____

Cell #: _____

Email: _____

Student(s) Birthday: (MM/DD/YEAR)