

## **PHOTO/VIDEO WAIVER**

I hereby grant permission for Kibibi Ajanku / Sankofa Dance Theater to take photos and/or videos of my child and/or myself for public and studio use including, but not limited to, advertising, marketing, education, etc.

## **PARTICIPATION WAIVER AND RELEASE OF LIABILITY**

In consideration of the risk of injury while participating in dance (whether joining online classes or in-person) (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and 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 Kibibi Ajanku / Sankofa Dance Theater, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I agree to indemnify and hold harmless Kibibi Ajanku / Sankofa Dance Theater against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation 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 made by me or by anyone else acting on my behalf. If Kibibi Ajanku / Sankofa Dance Theater incurs any of these types of expenses, I agree to reimburse Kibibi Ajanku / Sankofa Dance Theater.

I acknowledge that Kibibi Ajanku / Sankofa Dance Theater and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Kibibi Ajanku / Sankofa Dance Theater.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Kibibi Ajanku / Sankofa Dance Theater, its agents, and employees.

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 am aware and understand that I should carry my own health insurance.

## **COVID-19 LIABILITY RELEASE**

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Kibibi Ajanku / Sankofa Dance Theater has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that Kibibi Ajanku / Sankofa Dance Theater can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SDT staff, and other SDT clients and their families.

I voluntarily seek services provided by Kibibi Ajanku / Sankofa Dance Theater and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending class.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Kibibi Ajanku / Sankofa Dance Theater AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND 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 KIBIBI AJANKU / SANKOFA DANCE THEATER FOR PERSONAL INJURY OR PROPERTY DAMAGE.

### **PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant 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 that I am the parent or guardian of and do hereby give my consent without reservation to the foregoing on behalf of this individual.

BY REGISTERING AND PAYING FOR ANY CLASS, EVENT, PRIVATE LESSON, OR OTHER ACTIVITY WHETHER IN PERSON OR THROUGH OUR WEBSITE, YOU ARE AGREEING TO ALL OF THE ABOVE CONDITIONS AND WAIVERS.

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Child's Name

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Parent Name (Please Print)

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Parent Signature

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Date