



WAIVER AND GENERAL RELEASE OF LIABILITY

Name of Dancer: _____ Date of Birth: _____

Name of Parent / Legal Guardian: _____

Street Address: _____ Apt./Unit Number: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone Number: _____

Name and Date(s) of Event: _____

Event Location: _____

I, the undersigned, hereby certify that I am an adult over the age of 18, and that I am the parent or legal guardian of above-listed minor child (the "Dancer") under the age of 18. I have asked Kids Artistic Revue, Inc., a California corporation doing business as Kids Artistic Revue ("Kids Artistic Revue" or "KAR"), to allow the Dancer to participate in the above-referenced event on the date(s) and at the location listed above (the "Event"), and I hereby certify that I have consented to the Dancer's participation in the Event.

I am signing this Waiver and General Release of Liability (this "Release") in consideration of and as a condition precedent to KAR permitting the Dancer to participate in the Event, and acknowledge that KAR would not allow the Dancer to participate in the Event but for my execution of this Release. By signing this Release, I hereby agree as follows:

1. **Background.** I acknowledge that I am fully aware that any participation in the Event by the Dancer or others may involve inherent risks, dangers and hazards, including risks, dangers or hazards that may be caused by: (a) the actions or inactions of the Dancer or myself at the Event; (b) the actions or inactions of others participating in or attending the Event; (c) the physical health or condition of the Dancer or any other person attending the Event; (d) the condition of the premises and venue where the Event is held; (e) the condition of any equipment used or located at the venue; or (f) the negligence of KAR or the "Releasees" identified below. I further acknowledge and understand that the Dancer and anyone who attends the Event can suffer bodily injury, illness, death, property damage or other losses as a result of attending or participating in the Event, including injuries or losses caused by any of the risks, dangers or hazards described in this Release.

2. **Representations and Warranties.** I acknowledge and agree that it is my sole responsibility to ensure that the Dancer participates only in those activities at the Event for which he/she has the necessary skill, qualifications, training and physical condition. I hereby represent and warrant to KAR that: (a) I am aware of the nature of the activities that will be involved in the Event; (b) the Dancer has the necessary skills, qualification, training and physical condition to participate in those activities; (c) I have consented to the Dancer's participation in all such activities; (d) my spouse, and/or the Dancer's other parent, stepparents, and other legal guardians and representatives have provided their

consent for the Dancer to participate in such activities at the Event; and (e) to the best of my knowledge, neither the Dancer nor any other Releasors have been afflicted with, exhibited symptoms of, suffered from, or been diagnosed with any illness, disease, ailment, infection, or other malady or similar condition, including without limitation any flu, cold or coronavirus or other viral or bacterial infections of any kind, within fourteen (14) days prior to the first date of the Event.

3. **Rules, Policies and Procedures.** I agree, for myself and the Releasors (as defined below), that the Dancer and I and anyone else I invite to the Event will comply with any and all safety rules, standards, policies and procedures established by Kids Artistic Revue for the Event, as modified from time to time, including without limitation KAR's social distancing protocol for the Event. I further agree, for myself and the other Releasors, to strictly comply with all applicable laws, rules, regulations and guidelines established by the Center for Disease Control and any federal, state or local public health official or governmental authority having jurisdiction over the Event, including without limitation any applicable requirements in any way related to the use of face coverings, observation of social distancing guidelines, and cleanliness, sanitation, public health and safety. I further acknowledge and agree that in the event of any failure to comply with such rules, standards, policies and procedures or such laws, rules, regulations and guidelines will result in automatic removal of non-compliant attendees from the Event, including without limitation the removal of myself or the Dancer if we fail to so comply, and the automatic cancellation and disqualification of all competition numbers associated with us in connection with the Event. I further acknowledge and agree that in such event, neither I nor any of the Releasors will be entitled to any full or partial refund of any fees, costs or expenses incurred in connection with the Event.

4. **Release and Discharge.** I, on my own behalf and on behalf of the Dancer and any other individuals invited to attend the Event by the Dancer or me, and each of our respective heirs, successors, assigns and legal representatives (collectively, the "Releasors"), knowingly and voluntarily accept and fully assume all such risks, dangers and hazards, including the possibility of bodily injury or death of myself or the Dancer, property damage or other loss resulting therefrom. I further agree, for myself and on behalf of the Releasors, and hereby do irrevocably and unconditionally release and discharge Kids Artistic Revue, its parent, subsidiary and affiliated companies, and each of their respective owners, shareholders, members, officers, directors, managers, employees, agents and representatives (collectively, "Releasees"), from any and all actions, causes of action, claims, demands, liabilities, obligations, lawsuits, rights, costs and expenses whatsoever, including without limitation reasonable attorney's fees and costs (collectively, "Claims"), of any nature whatsoever, that I or the Dancer or any Releasors have or may have in the future in any way arising out of or in connection with the Dancer's participation in the Event, including without limitation any Claims caused in whole or in part by the negligence of the Releasees.

5. **General Release of all Claims.** I further acknowledge that I have read and understand Section 1542 of the Civil Code of the State of California, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I, for myself and on behalf of the Releasors, hereby expressly waive and relinquish all rights and benefits under Civil Code Section 1542 and any law or legal principle of similar effect. I further acknowledge that I am aware that after executing this Release, I, the Dancer, the Releasors, or any our respective agents may discover claims or facts in addition to or different from those that I now know of with respect to the subject matter of this Release, but it is my intention to release all such Claims for myself and on behalf of the Dancer and all other Releasors.

6. **Indemnification.** To the fullest extent permitted by law, I agree, for myself and on behalf of the Releasors, to defend, indemnify and hold harmless the Releasees from and against any and all Claims in any way arising

out of or in connection with: (a) the Dancer's participation in the Event or any of the activities associated therewith; (b) the attendance of the Event by me or any other person; and/or (c) any condition or defect of the location of the Event or any facilities or equipment located thereon, including without limitation any Claims arising from death, bodily injury, property damage or otherwise, irrespective of whether such Claims are caused in whole or in part of the negligence of the Releasees. I further agree, for myself and on behalf of the Releasors, that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of California, and to release the Releasees from any and all Claims, including without limitation caused by the negligence or the Releasees or otherwise.

7. **Covenant Not to Sue.** I hereby covenant and agree that I will not file (or ask or allow anyone to file on my behalf or on behalf of any of the Releasors), any charge, complaint, claim or lawsuit of any kind in connection with any Claim released herein. This provision shall not apply to any claims that may not be waived as a matter of law or to any non-waivable charges or non-waivable claims brought before any regulatory agency or court of competent jurisdiction.

8. **Remedies.** I acknowledge and agree that in the event of any breach or failure of any of my agreements, promises, covenants, representations and warranties contained in this Release, neither I nor any of the Releasors will be entitled to receive any refund, reimbursement or other payment from KAR, and that I and the other Releasors, including the Dancer, may be required to leave the Event without any such refund, reimbursement or payment. I further agree that the remedies available to KAR and the Releasees under this Release are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies that KAR and the Releasees may have at law or in equity.

9. **Miscellaneous.** I hereby agree that this Release shall be governed by, construed under and enforced in accordance with the laws of the State of California, without regard to its conflict of law provisions, and further agree that all actions or proceedings relating directly or indirectly hereto shall be litigated in courts located within the State of California, and that, at the option of KAR, the exclusive venue therefor shall be Los Angeles County. I waive any and all rights I may have to object to the jurisdiction of any such court, or to transfer or change the venue of any such action or proceeding. I further agree that: (a) if any portion of this Release is held to be invalid, then the remainder of this Release shall continue in full legal force and effect; (b) my representations, agreements, indemnity obligations, and covenants herein shall survive the end of the Event; and (c) this Release may be executed by electronic signature and may be delivered by electronic transmission, and that my electronic signature and electronic transmission thereof shall be deemed the same as an original handwritten signature for purposes of validity, admissibility and enforceability of this Release. I acknowledge that I am not relying upon any statement or representation by any person or entity released herein in evaluating or deciding whether to execute this Release. I further acknowledge that I have consulted with, or have otherwise had the opportunity to consult with, an attorney and/or other professional advisers of my choosing in connection with the advisability of executing this Release. Accordingly, I agree that this Release shall not be subject to any legal presumption that any ambiguity is to be construed against the drafter, but rather, this Release shall be interpreted solely in accordance with its objective terms.

I HAVE CAREFULLY AND COMPLETELY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT BY SIGNING THIS RELEASE, I GIVE UP SUBSTANTIAL RIGHTS FOR MYSELF AND ON BEHALF OF THE DANCER AND THE OTHER RELEASORS (INCLUDING RIGHTS THAT I, THE DANCER OR OTHER RELEASORS MAY HAVE TO RECOVER DAMAGES FOR LOSSES CAUSED BY THE NEGLIGENCE OR THE RELEASEES), AND I SIGN THIS RELEASE FREELY AND VOLUNTARILY WITHOUT UNDUE INFLUENCE AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE MADE TO ME, AND I INTEND THAT MY SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY, FOR MYSELF AND THE DANCER AND THE OTHER RELEASORS, TO THE FULLEST EXTENT ALLOWED BY LAW.

ACCEPTED AND AGREED BY:

Signature of Parent / Guardian: _____

Name of Parent / Guardian: _____ Date: _____

Name of Dancer: _____ Age: _____