# RELEASE OF LIABILITY

### READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of _____ organized by _____ (Lessee), of _____ (Lessee Organization) and/or use of the property, facilities and services of Tustin Dance Center, I, _____, agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warning, and further agree to follow any oral instructions or directions given by Tustin Dance Center, or the employees, representatives or agents of Tustin Dance Center.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Tustin Dance Center for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Tustin Dance Center, whether caused by the fault of myself, my family, Tustin Dance Center or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend Tustin Dance Center against all claims, causes of action, damages, judgements, costs or expense, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Tustin Dance Center.

4. FEES. I agree to pay for all damages to the facilities of Tustin Dance Center caused by any negligent, reckless, or willful actions by me or my family.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that _____ (Lessee) has offered to refund any fees that I have paid to participate in the activity of _____ if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either 'for' or 'against' a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILTY. The invalidity or unenforceability of any provision of this Agreement, whether standing along or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

   Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

10. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).


I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Signature: _____