



Kaleidoscope

Adult Information Form

First Name _____ Last Name _____ Email _____

Address _____ State _____ Zip _____ Phone _____ Cell _____

Health complications or disabilities _____

Please list any allergies to medications _____

Medications currently taking _____

Emergency Contact _____ Relationship _____ Phone # _____

Participant Agreement, Appreciation of Risk, Hold Harmless, Release and Liability Waiver (The Agreement)

In consideration for gaining access to 378 Marion Rd, Wareham MA 02571, (the "Location") and engaging the services of Kaleidoscope of Dance and Gymnastics Inc., or any other location in the state of Massachusetts, their agents, Nosreme LLC., owners, officers, volunteers, participants, employees, insurers, directors, representatives, assigns, affiliates, and all other persons or entities acting in any capacity on their behalf, (herein after collectively referred to as "KODG"), I hereby agree to forever waive, release and discharge KODG on behalf of myself, my spouse, my children, my parents, my heirs, child's caretakers, assigns, estate, insurers and personal representatives as follows:

Please Initial Each Line:

1. I acknowledge that participation in classes, games or activities at KODG 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 KODG. I understand without certain degree of risk students would not improve their skills. My participation in activity is purely voluntary and I elect to in spite of the risk.
2. I hereby voluntarily release and forever discharge, and agree to indemnify and hold harmless KODG, 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 KODG equipment or facilities, including any such claims with alleged negligent acts or omissions of KODG. Should KODG or anyone acting on their behalf be required 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 KODG will not pay for any costs or expenses incurred by me if I / or my children are injured unless such injury was caused by greater than ordinary negligence of KODG.
3. I warrant and represent that I have been physically examined by a medical physician within the past one-year period and to the best of my knowledge I am able to participate in this program without restrictions. If restrictions exist, I will provide a written outline of those restrictions from a medical provider. I also agree to notify KODG of any change in my physical condition which may in any way affect my ability to participate in classes or programs. In case of injury or illness during participation, I authorize and desire medical care for myself or my children at the discretion of KODG, to administer medical treatment, be transported and treated by emergency medical services and attending physician(s). In the event that I, my children, or third party under my direct charge or supervision is injured, I understand that I am solely responsible for any and all medical expenses.
4. I hereby give consent without reservation for myself to be photographed, videotaped or quoted verbally or in writing by KODG and its authorized representatives. I also consent to the use of my identity and likeness in KODG brochures, documents and promotional materials advertising, and on publically accessible areas not limited to and including KODG website, Instagram, Facebook, and the like. I acknowledge that all photos taken by KODG are copyright and the property of KODG.
5. Further, I expressly agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts, 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.

By signing this document, I acknowledge reading, understanding and accepting the statements herein. I execute it voluntarily and with full knowledge for its significance. I agree to be contractually bound by this certification.

Parent/Guardian _____

Signature

Print Name

Date