

– Parental Consent –

**RELEASE AND WAIVER OF ALL LIABILITY
AND ASSUMPTION OF RISK AGREEMENT (MINOR)**

- * The undersigned is/are the parents or legal guardians of _____
_____. In consideration of the use of the facility and ability to participate in classes or activities by _____, we, for ourselves and the minor named herein, our heirs and assigns, hereby agree to release the rights to assert a claim or make any claim whatsoever of any nature against POISE STUDIO, LLC, and its Members, agents, and employees, the sponsors, promoters, manufacturers and suppliers of equipment and all other persons, participants, or organizations conducting or connected with POISE STUDIO, LLC (The Releasees), for any injury to person or property _____ may suffer (*including crippling injury or death*), whether such injury arises while _____ is participating in any class, or while upon class premises.
- * I/We are aware of and understand the risks and danger to the minor child named herein and his/her property while participating in classes or activities and while on the premises, and rely on my own judgment and ability in allowing participation by the minor child named herein. I do hereby voluntarily assume all such risks of loss, damage and injury which may be suffered or incurred by the minor named herein. I/We hereby agree to indemnify and reimburse the Releasees and each of them from any loss, liability and all costs they may incur due to the presence or participation or connected with any classes or activities by the minor named herein, whether caused by the negligence of the Releasees or otherwise.
- * I/We assume any and all risk of bodily injuries to the minor named herein, including medical or hospital bills, permanent or partial disability, death, and damages to my property, caused by or arising from his/her participation in any class or activity or from being on the premises.
- * I/We understand that Poise Studio in NO WAY PROVIDES THE MINOR NAMED HEREIN WITH ANY INSURANCE. I also understand it is extremely important that I/WE HAVE OUR OWN MEDICAL INSURANCE POLICY FOR THE MINOR NAMED HEREIN. I/We understand that if the minor named herein suffers any injury or damage of any nature, that I/We as parent or guardian will be the sole source of any recovery by the minor named herein when the minor attains legal age.
- * I/We RELEASE, WAIVE, DISCHARGE, AND RELINQUISH POISE STUDIO, LLC, its Members, officers, employees, volunteers, and agents from any liability, loss, damage, claim, demand, or cause of action against them arising from or attributable to participation by the minor named herein in any class or activity, whether same shall arise by their negligence or otherwise.
- * I/We understand and agree with this covenant not to sue or present any claim for personal injury, property damage, or wrongful death against POISE STUDIO, LLC, its Members, officers, employees, volunteers, and agents for damages attributable to participation by the minor named herein in any class or activity. I/We were given an opportunity to review this Release with an

attorney. I/We agree that this Release, Waiver and Indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full force and effect.

- * I hereby make oath and say that to the best of my knowledge and belief all statements set forth in the report are true and correct. I HAVE COMPLETELY READ AND UNDERSTAND THIS APPLICATION AND INDEMNITY AGREEMENT.
- * I understand that I have given up substantial rights by signing this Agreement. I have signed it freely and without inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if I or anyone on my behalf makes a claim of any nature against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees and loss or damage that may result as a result of such claim.
- * The effective date of this document is set forth below and the terms are continuing and shall also apply to any other occasion (even if the minor becomes of legal age) when the minor named herein may be on the premises or participating in a class.

NOTICE: If under 18 years of age or under majority in the applicant's residence, this application must bear the NOTARIZED signature of Parent or legal guardian which shall acknowledge a waiver and release of any and all claims such parent, guardian or minor named herein may have as stated above.

APPLICANT'S SIGNATURE Date _____

Parent/ Legal Guardian Date _____

STATE OF Oregon, County of _____) ss.

Before me personally appeared the above-named _____ and acknowledged that the foregoing Release and Waiver of All Liability and Assumption of Risk Agreement (Minor) was _____(his/her/their) voluntary act and deed.

Dated: _____, 20____.

NOTARY PUBLIC FOR OREGON