

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND AGREEMENT

("Agreement")

IN CONSIDERATION of being permitted to participate in any way in DC-CI Contact Improvisation Jams at St. Marks Episcopal Church and elsewhere, for myself for personal representatives, assigns, heirs, and next of kin:

1. **I FULLY UNDERSTAND THAT:** (a) Contact Improvisation involves risks; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place; (c) there may be **OTHER RISK AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation.
2. **I ACKNOWLEDGE**, agree and represent that I understand the nature of Contact Improvisation Dance, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
3. **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** any St. Marks Church officials, parishioners, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors and /or advertisers, the other jammers, leaders, and their agents (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against any of the Releases, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND AND 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 AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Print Participant's **Full Name:** _____

Date: _____

Participant's **Signature**, or
for participants under 18, that
of Responsible Guardian: _____