



ACKNOWLEDGMENT AND RELEASE

Student's Name: _____ (hereinafter "Student")

By signing below, I acknowledge and agree to the following:

1. **MSDA Handbook.** I have been provided a copy of, or access to (via Internet website) the 2018-2019 Miller Street Dance Academy ("MSDA") Handbook, which I have read. I understand that the failure of Student or the parents of Student to comply with the Handbook or the provisions below may result in Student's suspension or expulsion from MSDA activities.
2. **Nut Products and Other Allergens.** No one is to bring food products containing nuts of any kind onto the premises of MSDA. MSDA cannot, however, guarantee that its premises will be free from allergens of any kind, including but not limited to food products containing nuts.
3. **Emergency Medications/Devices.** In the event that Student has a medical condition requiring Student to carry an emergency care medication/device such as an "epi-pen," inhaler, etc.:
 - List Student's condition and required medication/device here: _____
 - Place the medication/device in a closed plastic Ziploc baggie clearly labeled with Student's name. The baggie must also contain easy to understand written instructions concerning **when/under what circumstances** the medication/device should be used, and **how** it should be used. The instructions must also include the name and telephone number for two emergency medical contacts.
 - Student will bring the Ziploc baggie to and from MSDA activities and, while at MSDA, will keep the baggie with Student's personal belongings (in Student's backpack, gear bag, etc.).

Notwithstanding the above, I understand that MSDA does not render medical care, including medical diagnosis or treatment, to students or others, and that any assistance that MSDA staff may offer to Student will be limited to responding to an emergency.

4. **Unattended Students.** The premises of MSDA outside of dance studios are not supervised. Students under the age of 7 **may not** be left unattended by a parent before, after, or between classes. If Student is 7 or older, Student may remain on the premises of MSDA unattended by a parent before, after, or between classes provided that (a) Student abides by the Waiting Room & Lobby Rules and Homework Area Rules contained in the Handbook, and (b) Student's parent signs and returns this Acknowledgment and Release.
5. **Pickup / Drop-off.** All students shall be dropped off and picked up from MSDA class by a parent. Due to traffic and other safety concerns, parents should park and come into MSDA to drop off and pick up students.

6. **Off Premises Authorization.** No student under the age of 13 may leave the MSDA premises unattended by a parent. If Student is 13 or older, Student may leave the MSDA premises unattended by a parent (including but not limited to times between classes) only if (a) Student's parent indicates his/her authorization below, and (b) Student's parent signs and returns this Acknowledgment and Release:

___ Student is 13 or older and **IS ALLOWED** to leave the MSDA premises unattended by a parent.

___ Student is 13 or older and is **NOT ALLOWED** to leave the MSDA premises unattended by a parent.

7. I, ON BEHALF OF STUDENT, MYSELF, MY SPOUSE, AND OUR RESPECTIVE HEIRS AND ASSIGNS, HEREBY HOLD HARMLESS, WAIVE, AND RELEASE MSDA AND ALL ITS OWNERS, OFFICERS, DIRECTORS, REPRESENTATIVES, EMPLOYEES, AGENTS, VENDORS, CONTRACTORS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASEES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, AND CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR ACCRUING IN THE FUTURE, ON ACCOUNT OF INJURY, PROPERTY DAMAGE, OR OTHER LOSS ARISING OUT OF OR ATTRIBUTABLE IN ANY WAY TO MATTERS THAT ARE THE SUBJECT OF THIS ACKNOWLEDGMENT AND RELEASE DOCUMENT. THIS RELEASE SPECIFICALLY INCLUDES INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE NEGLIGENCE OF MSDA AND/OR OTHER RELEASEE(S), BUT EXCLUDES INJURY, PROPERTY DAMAGE, AND OTHER LOSS CAUSED BY THE GROSS NEGLIGENCE OR WILLFULL OR WANTON MISCONDUCT OF MSDA AND/OR OTHER RELEASEE(S). WE COVENANT THAT NEITHER I, NOR MY SPOUSE, NOR STUDENT WILL MAKE OR BRING ANY SUCH CLAIM AGAINST MSDA OR ANY OTHER RELEASEE, AND WE FOREVER RELEASE AND DISCHARGE MSDA AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.

8. I warrant and agree that I am the parent or legal guardian of Student; that I have the legal right to consent to this Acknowledgment and Release on behalf of Student, myself, my spouse, and our heirs and assigns; that by signing below, we hereby do consent to the terms and conditions herein; and that my spouse and I understand and agree that the release of liability and claims set forth above includes any and all claims and causes of action that we may have, now and in the future, that are derivative of those of Student.

Parent Signature: _____ Date: _____

Parent Name (*print*): _____ Cell Phone: _____