



PARTICIPANT ASSUMPTION OF RISK AND WAIVER OF LIABILITY

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD READ IT CAREFULLY AND YOU MAY WISH TO TAKE ADVICE BEFORE YOU SIGN IT. IT WILL AFFECT YOUR LEGAL RIGHTS AND FORMS PART OF THE CONTRACT BETWEEN YOU AND DONAHEYS

By making a booking for and attending a dance lesson/class ("the Class") with Donaheys Dance School Partnership ("the Company"), I, the Participant, confirm that I understand and accept that:

1. I am required to follow all instructions from the Company, the instructor appointed by the Company to lead the Class ("the Dance Teacher") and any other employees of the Company, as well as any rules and guidelines that apply to the venue where the Class is held. I understand that if I fail to comply with these instructions, the Company reserves the right to suspend my involvement in the Class and that I shall not be entitled to any refund of any amounts I have paid to the Company for participating in the Class or any other costs incurred by me as a result of my having to leave the Class.
2. I am aware of the inherent risks that come with my participation in the Class including risk of injury, aggravation of pre-existing injury or condition, adverse effect of over-exertion such as muscle strain, abnormal blood pressure, fainting and disorders of heartbeat. Except as stated in paragraph 13, I accept full responsibility for these risks and agree that the Company, its employees, and agents are released from liability for injuries arising from the ordinary risks of participation in the Class. This does not limit the Company's liability for negligence as set out in paragraph 13.
3. Except as otherwise stated in paragraph 4, I am adequately fit and physically capable to participate in every aspect of the Class and have no medical condition and/or known injury which would affect my participation in the Class (other than as disclosed in writing to the Company prior to booking my place on the Class and set out in paragraph 4).
4. It is solely my responsibility if I choose to attend and participate in the Class regardless of whether I have a known medical condition and/or known injury that may affect my participation in the Class. If I wish to participate despite a known medical condition and/or injury, I will disclose such conditions to the Company in writing prior to booking or, if discovered later, as soon as reasonably practicable before the Class commences. I accept that by allowing me to participate, it does not mean that the Dance Teacher is in any way diagnosing or determining the extent of my condition and/or injury and where it has been agreed with the Company that I will not participate in certain sections, I will abide by such restrictions and accept responsibility and liability if I do not.
5. It is solely my responsibility to assess my level of physical readiness, fitness, and emotional wellbeing prior to and during the Class. I understand that participation in dance classes requires a certain level of stamina, coordination, and physical exertion, and I confirm that I am physically and mentally capable of participating safely. If, at any time, I feel that my physical readiness is inadequate or compromised, I understand that it is my responsibility to refrain from participating or modify my activity level as needed. The Company shall not be liable for injuries or health complications resulting from my failure to assess my physical readiness accurately.

6. It is solely my responsibility and decision as to whether I should choose lower impact movements if I feel high impact movements too challenging during the Class.
7. It is solely my responsibility and decision that I should stop participating in the Class at any time if I feel faint, dizzy, or have physical discomfort.
8. The Company and/or the Dance Teacher is not a licensed medical care provider and neither represents that it has any expertise in diagnosing, examining, or treating medical conditions and/or injuries of any kind, or in determining the effect of any specific exercise on a medical condition and/or injury.
9. I acknowledge that participation in the Class involves the potential risk of exposure to infectious, contagious, and notifiable diseases, including but not limited to Acute Respiratory Infections (ARI) such as Covid-19. I accept that the Company will take reasonable measures in line with government guidelines to minimise the risk, but I acknowledge that such measures cannot entirely eliminate the risk of contracting an ARI. I accept full responsibility for these risks and waive any claims against the Company in the event of illness or exposure resulting from participation in the Class. I further agree to comply with all health and safety measures implemented by the Company or the venue to mitigate these risks.
10. I will follow all directions provided by the Company, the Dance Teacher and any other employees, as well as any rules and guidelines that apply to the venue where the Class is held.
11. I will not attend the Class if I have any potential symptoms of COVID-19. I am aware that cancellation in such circumstances will be treated as a cancellation by me and will be subject to the cancellation charges set out in the Booking Terms and Conditions that apply to my booking of the Class and that I am liable to pay these.
12. I will indemnify the Company for all reasonable losses suffered as a direct result of my behaviour, negligence, or failure to comply with the terms of this Acknowledgement Form or the Booking Terms and Conditions.
13. The Company does not exclude or limit its liability for any liability which cannot be excluded or limited under applicable law including liability for fraud or misrepresentation or for any death or personal injury suffered during the Class which is caused by the Company's negligence.
14. The laws of England and Wales are applicable to this Acknowledgement Form and I expressly submit to the exclusive jurisdiction of the Court of England and Wales. I understand that I may choose the law and jurisdiction of Scotland or Northern Ireland if I live in those places by notifying the Company in writing before signing this Acknowledgement Form.

I confirm that I have read, understood and agree to the contents of this Acknowledgement Form and that I am 18 years of age or older.

NAME (Block capitals)	SIGNATURE	DATE