

Liability Waiver



Diva Den Studio Assumption of Risk, Release, Indemnification and Participation Agreement

Name _____ Birthdate ____/____/____

Email Address _____ Notified of updates/specials? **Y / N**

Phone number (____) _____

Parties & Consideration

I, (print name) _____ as a client of Diva Den Studio as a participating community member over the age of 18, or under 18 with Parental/Guardian Consent, do voluntarily agree to participate in Diva Den Studio activities.

In consideration for being permitted to participate in the Activity, I hereby agree and warrant that:

Statement and Assumption of Risk

Participation in the Activity can be hazardous to my health. I understand that I have an increased chance of suffering personal injury, including but not limited to bodily harm, permanent disability, dismemberment, and/or death by participating in the activities offered. Injuries that I might incur include, but are not limited to the following: flesh wounds, muscular-skeletal injuries, cosmetic injuries, permanent disabilities and other injuries including death and or dismemberment. I voluntarily undertake the Activity and agree to accept all risk associated with my participation in this Activity.

Release of Liability and Indemnification Statement

I understand that there are unavoidable risks involved with participation in this Activity, and I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify and hold harmless and release and forever discharge Diva Den Studio, and their officers, employees, agents, members, volunteers and representatives, from any and all liability and all claims and causes of action whatsoever for any damages to or loss of property, personal illness, or injury (including death) caused by, deriving from, or associated with my participation in the Activity.

Medical Treatment Consent

In the event of illness or injury to me, and in the event that medical services can be obtained, and if I am unable to grant permission at the time emergency treatment is required, I hereby authorize Diva Den Studio by and through its authorized representative(s) or agent(s), if any, to secure any necessary treatment including the administration of an anesthetic and surgery. I agree to be the party responsible for all medical expenses that are incurred on my behalf.

Statement of Health

I certify that I have neither a condition nor circumstance, such as medication, that would prevent me from participating in this Activity. If I have a question concerning my specific situation, may ask an organizer to clarify the Activity, but ultimately the decision to participate is mine.

Statement of Insurance

I am aware that Diva Den Studio does not provide medical insurance coverage for participation in the Activity and therefore take full responsibility for procuring my personal insurance. If I do not have insurance, I accept full, sole and exclusive financial responsibility for the cost associated with any injury, illness and/or death.

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Choice of Law; Venue Selection

In event of a lawsuit, I agree that all causes of action will be filed in Washington County, Tigard, OR and that this Agreement shall be construed in accordance with the laws of the State of Oregon.

Severability

If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby

Photo Release

Further, I agree to allow use of my photograph and/or video for public publicity.

Final Acknowledgment

The forgoing is submitted in consideration of Diva Den Studio and the department and./or program noted above allowing my participation in this Activity. I confirm that I am over 18, or under 18 with Parental/Guardian Consent, and I execute this document with full knowledge of the contents and consequences stated in this release.

Furthermore

If 18 & over you must INITIAL the box next to each of these items, if under 18 Parent/Guardian must also initial.

I agree to abide by the policies of Diva Den Studio while engaged in the Activity. I further agree to comply with all safety rules and procedures presented during the Activity.

I understand that Diva Den Studio authorized representative(s) or agent(s) has authority to revoke my participation in the Activity at any time if, in the judgment of the representative(s) or agent(s), my actions or general behavior are determined to be unacceptable.

Participant Signature _____ Date: ____/____/20____

Printed Name: _____

Emergency Contact Information

Name _____ Relationship _____

Day Phone _____ Evening Phone _____

Parent or Guardian Indemnification and Release

(Complete for participants under the age of 18)

In consideration of (**minor's name**) _____ being permitted by the department and/or program noted above to participate in its Activities or use its equipment and facilities, I further agree to indemnify and hold harmless and release and forever discharge the Diva Den Studio, and their officers, employees, agents, instructors, members, volunteers and representatives from any and all claims brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: ____/____/20____

Print Name: _____

