



PARTICIPANT ASSUMPTION OF RISK AND WAIVER OF LIABILITY

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. 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 12, I accept full responsibility for these risks and I agree that the Company, its employees and agents are released from any liability resulting from my injury suffered during or as a consequence of the Class.
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 do wish to participate, I will disclose any injuries to the Dance Teacher prior to booking my place on the Class or as soon as I am made aware of any medical conditions and/or injuries and in any event, before the Class is due to commence. 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 and decision as to whether I should choose lower impact movements if I feel high impact movements too challenging during the Class.
6. 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.
7. 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.
8. I understand that there is a risk of transmission of Infectious, Contagious & Notifiable Diseases (“Diseases”), including respiratory infections such as Covid-19, in any environment where people assemble in a space together. I understand that the Company shall operate in

accordance with the HM Government issued Diseases guidance in effect at the time of the Class. The company will take such preventative measures as it, acting reasonably based upon current scientific knowledge regarding the spread of Diseases, deems appropriate but such preventative measures cannot guarantee that participants will not be exposed to or contract Diseases while participating. I accept full responsibility for these risks and I agree that the Company, its employees and agents are released from any liability resulting from my potential exposure to Diseases and/or contracting Diseases during or as a consequence of attending and my participation in the Class.

9. 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.
10. I will notify the Company immediately and 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.
11. I will indemnify the Company for all losses suffered by the Company as a result of my behaviour, negligence or failure to comply with the terms of this Acknowledgement Form and the Booking Terms and Conditions that apply to my booking of the Class.
12. 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.
13. 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 and if I wish to do so.

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