



**ASSUMPTION OF THE RISK,
WAIVER AND RELEASE OF LIABILITY**

FEDERATION OF UNITED STATES TEACHERS AND ADJUDICATORS OF HIGHLAND DANCING (“FUSTA”) acting under the name of SCOTDANCE USA (“SDUSA”) is sanctioning, sponsoring and participating in various Scottish Highland Dancing competitions, and other events and activities (“SDUSA Events”). FUSTA/SDUSA is an affiliate of the ROYAL SCOTTISH OFFICIAL BOARD OF HIGHLAND DANCE (“RSOBHD”). FUSTA, SDUSA and RSOBHD, their respective employees, agents, representatives, members of the respective boards of directors, national or regional officers, adjudicators and/or FUSTA volunteers are sometimes collectively referred to as “Releasees”.

In consideration for participating in ScotDance USA’s Events, the undersigned (“I”, “me”, “Participant”), has elected on a voluntary basis, and, if I am under the age of 18 or under the age of majority in my State of residence or the State in which the Event takes place, my parent or legal guardian on my behalf (individually and collectively referred to herein as “Guardian”) provides permission, acknowledges the terms of this Waiver and elects on my behalf, but with my consent, to participate in the Events. The undersigned hereby represents and warrants that: (i) I am aware that participation in SDUSA Events presents certain risks (including, without limitation, bodily injury or severe bodily harm, including communicable diseases such as MRSA, influenza, and COVID-19); (ii) I am aware that my risk of injury may be increased if I suffer from conditions that may be affected by physical exertion); and (iii) no representations of any kind have been made to me by the Releasee regarding my ability to participate in SDUSA Events. **THE UNDERSIGNED KNOWINGLY, FREELY AND VOLUNTARILY ASSUMES ALL RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH SDUSA’S EVENTS, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND UNEQUIVOCALLY AGREES TO INCUR AND ASSUME SUCH RISKS AS A CONDITION TO PARTICIPATION IN THE EVENT AND AGREES TO ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**

AS A CONDITION TO PARTICIPATION IN SDUSA EVENTS THE UNDERSIGNED WAIVES ALL CLAIMS (PAST, PRESENT OR FUTURE), RELEASES AND DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, DAMAGES, EXPENSE, CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND EXECUTIONS (INDIVIDUALLY AND COLLECTIVELY, “CLAIMS”), WHICH THE UNDERSIGNED OR THE HEIRS, REPRESENTATIVES, ADMINISTRATORS, EXECUTORS, AND ASSIGNS OF THE UNDERSIGNED (THE “RELEASING PARTIES”) EVER HAD, NOW HAS, OR MAY HAVE IN THE FUTURE, KNOWN OR UNKNOWN, FOR ANY LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, BODILY INJURY, DEATH, AND/OR INFLICTION OF EMOTIONAL DISTRESS, IN ANY WAY CAUSED BY, RELATED TO, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, TO THE RELEASING PARTIES’ PARTICIPATION IN SDUSA EVENTS, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM ANY DEFECT OR FAILURE IN OR OF EQUIPMENT, PLATFORM, VENUES, WARNINGS, INSTRUCTIONS, OR OTHERWISE, AND/OR ARISING FROM THE RELEASEES’ OR ANY THIRD PARTIES’ NEGLIGENCE OR CARELESSNESS. THE UNDERSIGNED UNDERSTANDS THE SIGNIFICANCE AND CONSEQUENCE OF THIS WAIVER AND THE RELEASE OF CLAIMS SET FORTH HEREIN, AND AGREES THAT, ALL RIGHTS AND CLAIMS ARE HEREBY EXPRESSLY VOLUNTARILY WAIVED IN FULL.

IN CASE OF EMERGENCY, I and my Guardian authorize Releasees and the agents, employees, representatives, and contractors of Releasees to arrange for or provide such medical assistance to me as any of them deems necessary, and authorize any physician, other medical or paramedical provider, and any medical facility to provide medical or surgical care, including without limitation anesthetization and hospitalization, which any of them may determine to be necessary or advisable, pending receipt of a specific consent from me. If my condition renders me incapable (as determined by Releasees and/or medical provider) of providing a specific



consent at the time that medical provider present determines any treatment to be necessary and/or advisable in such the medical provider's sole discretion, I and my Guardian authorize such provider to administer such treatment without the need for further consent. I and my Guardian acknowledge that I will be responsible for paying for any medical treatment that I may receive as a result of injuries or illness suffered during my attendance and/or participation in SDUSA Events.

If Participant is under 18 (or under the age of majority in Participant's State of Residence or State of the Event Location): The undersigned represents and warrants that the undersigned is the parent or legal guardian of the minor whose name is set forth below. The undersigned has read the foregoing Waiver and am satisfied that the Waiver is fair and equitable, and the undersigned hereby gives my express consent to its execution and will not revoke my consent at any time.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE RELEASED RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**FOR PARTICIPANTS OF MAJORITY AGE
(OVER AGE 18 AT THE TIME OF 2023 SCOTDANCE USA REGISTRATION)**

Participant Name _____

Participant Signature: _____

DATE SIGNED: _____, 202__

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF 2023 SCOTDANCE USA REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse/domestic partner, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse/domestic partner, and child/ward do release and agree to hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Participant Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature _____

DATE SIGNED: _____, 202__

Emergency Phone Number: (_____) _____