

# WEST COAST SCHOOL OF THE ARTS PARTICIPANT WAIVER AND RELEASE

## ACCEPTANCE OF RISK / WAIVER AND RELEASE OF LIABILITY / APPEARANCE AGREEMENT

This form must be filled out by each participant and each participant's parent or legal guardian if participant is under 18.

Participant's Name		Name(s) of Parent(s)/Legal Guardian(s)			
Participant's Birth Date	Participant's Age	Dance Studio		Initial Event Date	
Participant's Address	City	State	Zip	Participant's Cell Phone	Participant's Home Phone
Parent/Guardian's Address	City	State	Zip	Parent/Guardian's Cell Phone	Parent/Guardian's Home Phone
Email address of Parent/Guardian (required)					

I ("I", "me", "Participant"), have elected, on a voluntary basis, and, if I am under the age of 18, with the acknowledgement and permission of my parents or legal guardians (individually and collectively referred to herein as "Guardian"), to participate in dance and other athletic performance-related activities (individually and collectively, "Activities") for which I am registered with West Coast School of the Arts (Company). I and my Guardian hereby represent and warrant that: (i) I am aware that participation in the Activities presents certain risks, (including, without limitation, brain injury, severe bodily harm and/or death) and I am aware that equipment problems and human error can contribute to or cause such injuries; (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 I represent and warrant that I am in good health and do not suffer from any such condition(s) (including, but not limited to neck, back, heart problems and pregnancy); (iii) no representations of any kind have been made to me by Company or Company's employees or personnel regarding my ability to participate in the Activities; and (iv) my participation in the Activities is not employment and is not subject to any union or collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, unemployment or workers' compensation benefits, or other compensation. I knowingly and voluntarily assume all risks associated with the Activities, and I and my Guardian unequivocally agree to incur and assume such risks as a condition to my participation in the Activities. I represent and warrant that I have reviewed this waiver ("Waiver") with my Guardian and I have obtained the permission of my Guardian to enter into this Waiver, as evidenced by my Guardian's signature/s below. I and my Guardian agree and acknowledge that this Waiver is applicable to all Company Events and all Activities in which I participate at any time, and is a perpetual Waiver for all such Events and Activities.

I and my Guardian agree and acknowledge that I may only attend Events under the supervision of a chaperone who is at least 21 years of age ("Chaperone"), that such Chaperone is responsible for my supervision at all times, and that Company is not responsible in any way or to any extent for supervision of me or for my welfare during my attendance at Events and participation in Activities.

I understand that Company from time to time produces audio-visual programs, promotions, and other materials relating to its Events. I and my Guardian hereby grant Company and its agents, successors, assigns and licensees the perpetual right to use my name, likeness, biographical information, photographs, voice, personal characteristics, and other personal identification (collectively "Likeness") and any digital, videotape, sound and audio-visual recordings in any way (collectively "Recordings") in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in productions and in connection with the advertising and promotion of productions and/or Company, provided that Company is under no obligation to exercise any of the foregoing rights.

In order to induce Company to register Participant in Company's Events and in consideration for Participant's opportunity to participate in the Activities, I and my Guardian hereby waive all claims (past, present or future), release and discharge, covenant not to sue, and agree to indemnify and hold harmless Company and all of its sponsors and advertisers, all venues at which the Events are held, all other persons and entities connected with the Events, the respective parents, subsidiaries, affiliated entities, licensees, successors and assigns of each of the foregoing, and each of their respective directors, officers, employees, agents, contractors, partners, shareholders, representatives and members, and each of their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, licensees and assigns (individually and collectively, the "Releasees"), in advance from and against any and all liability, loss, cost, damages, expense, claims, demands, actions, judgments and executions (individually and collectively, "Claims") which I and my Guardian, and my and my Guardian's heirs, representatives, administrators, executors, and assigns (the "Releasing Parties"), ever had, now has, or may have in the future, known or unknown, for loss or injury including, without limitation, personal injuries, bodily injury, death, lost wages, loss of employment, infliction of emotional distress, and/or damage to property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the Releasing Parties' participation in the Activities and/or presence at the Events, including, without limitation, Claims arising from any defect or failure in or of equipment, venues, warnings, instructions, or otherwise, and/or arising from the Releasees' or any third parties' negligence or carelessness and/or the use of my Likeness, including but not limited to defamation, invasion of privacy, infringement of rights of publicity, misappropriation, false light, copyright or trademark infringement. I and my Guardian understand the significance and consequence of, and agree that, all rights under Section 1542 of the Civil Code of California or any similar law are hereby expressly voluntarily waived in full by me. Section 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." I and my Guardian shall not be entitled for any reason to terminate or rescind this Waiver nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to Company hereunder, nor to restrain, enjoin or otherwise impair the development, production, exhibition and/or exploitation of the Events.

**IN CASE OF EMERGENCY**, I and my Guardian authorize Company and Company's agents, employees, representatives, and contractors, 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 Company 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 the Events and Activities.

This Waiver shall be interpreted under the internal, substantive laws of the State of California without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any of the remainder of this Waiver, which shall be enforced to the maximum extent permitted by law. I and my Guardian acknowledge that I and my Guardian have read every paragraph of this Waiver and understand each paragraph completely. I and my Guardian freely and voluntarily agree to all of the terms contained herein and understand that I and my Guardian are giving up certain legal rights.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**If Participant is under 18:** I represent and warrant that I am the parent or legal guardian of the minor whose name appears above. I have read the foregoing Waiver and am satisfied that the Waiver is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time.

Signature of Parent(s)/Guardian(s): \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_

Relationship to Participant (circle): MOTHER / FATHER / LEGAL GUARDIAN MOTHER / FATHER / LEGAL GUARDIAN