

Liability Waiver, Media Consent, and Medical Care Consent

My child is a student at _____ School ("School"). This Liability Waiver, Media Consent, and Medical Care Consent ("Waiver and Consent") refers to my child as "Student" and to me as "Parent."

I understand that this Waiver and Consent, together with the Enrollment Agreement and other documents I received from School, sets out the terms for Student's enrollment. I understand that my signing it is in consideration for Student's acceptance. Student's enrollment in School, participation in classes, rehearsals, performances, activities, and events, whether in-person or in an online setting, and presence in School facilities, are referred to collectively as "School Activities."

Understandings Regarding Dance Training

I understand and acknowledge that:

- dance instruction requires sustained, repetitive, vigorous physical activity, usually performed on a hard or lightly padded surface without athletic shoes or other protective footwear
- dance instruction involves kinetic corrections that may include physically touching students as part of regular classwork and rehearsals
- dancers engage in a broad range of quick movements, bending, twisting, running, leaping, and lifting, which place demands on the human body, including stress of joints and ligaments, repetitive impact, and occasional falls, slips, and collisions with other students and objects
- online instruction and training requires physical activity in home or other residential settings without onsite supervision by an instructor or access to flooring designed for dance
- Student may engage in physical training activities including stretching, weight lifting, and other exercises using exercise equipment
- participation in School events may involve travel and presence in a variety of venues

I understand and acknowledge that I am solely responsible for knowing Student's physical condition and making a decision about participation. I acknowledge that School has not made any promises or assurances to me about Student's ability to participate. I further understand and acknowledge that there is no guarantee that Student will perform specific roles, be asked to return to School or be promoted to a higher level, obtain employment at a dance company, or otherwise progress in dance.

Understandings about Infectious Diseases

I understand and acknowledge that:

- Student's participation in School Activities creates a risk of exposure to COVID-19 and other infectious diseases such as influenza and mononucleosis
- exposure to or infection with COVID-19 or other infectious diseases may result in serious illness, injury, permanent disability, or death
- due to its group, physical, and interactive nature, dance training and performance may carry a greater risk of exposure to COVID-19 and other infectious diseases than other educational activities
- even if School adopts health and safety protocols reflecting governmental requirements and expert recommendations (collectively, "Guidelines") and there is full compliance with such Guidelines, there still is a risk of exposure to COVID-19 and other infectious diseases
- adherence to such Guidelines, changes in Guidelines, or other health and safety considerations may result in changes in teaching methods and Student's loss of access to classes and other School Activities

Understandings about Equipment Risks

I understand and acknowledge that use by Student of any weights, treadmills, stationary bikes, bosu balls, mats or other gym, or other equipment present at School is at Student's own risk, and that School makes no representation or warranty regarding the condition of such equipment or its suitability for use by Student.

Understandings about Conduct of Other Persons

I understand and acknowledge that School is not able to monitor and supervise the activities of all students at all times, and that School does not control the conduct of other students or other persons at or near a School facility or performance venue.

Awareness and Assumption of Risks

I confirm the understandings above, and confirm and acknowledge that these are risks associated with School Activities. With such information and awareness, and with the recognition that other factors may create additional such risks, I knowingly, freely, and voluntarily authorize Student to participate in School Activities, and assume and accept the risks of all injury, illness, exposure to disease, disability, death, property damage or loss, financial obligation, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, and whether incurred at School facilities, Student residences or other locations, that may result, directly or indirectly, from Student's participation in School Activities, regardless of the cause.

Release and Waiver of Claims

I waive, release, and discharge School, [____ Company,] and its [their respective] directors, officers, agents, employees, volunteers, and affiliates (collectively, "School

Parties”) from any and all liabilities, claims, causes of actions, costs, and damages of any kind and of whatever nature, which Student or Student’s heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from Student’s participation in School Activities, including, without limitation, claims arising from: (a) any injuries suffered while training, rehearsing or performing, (b) any exposure to infectious diseases, (c) any related first aid, medical transportation, and medical care, (d) any travel to or from School or a performance or other location; or (e) any disclosures to School staff or health care professionals about Student.

This release and waiver includes, in each such case, all claims in respect of the risks noted above, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. I waive the protections provided by Section 1542 of the California Civil Code. I agree not to sue any School Party on the basis of these waived and released claims.

Photographs, Videos, and Recordings

I understand School may take photos or videos of Student during Student’s participation in School Activities. I consent to the use by School of Student’s image, voice, name, works, and/or story in any format, including video, print, or electronic (collectively, “Materials”), as School may deem appropriate for educational, archival, promotional or other purposes. School may make the Materials available through its social media or other digital platforms, in its publications, or through any other media.

I waive any right to inspect or approve the Materials or to receive any payment. I grant School all copyrights in and waive any legal claims relating to the Materials, including any relating to copyright, rights of publicity or privacy, or defamation, or arising from any distortion, blurring, alteration, or use in composite form that may occur or be produced in the taking, processing, or reproduction of Materials. I understand that School has no obligation to use any Materials that include Student’s image, voice, performance, works or story.

Consent to Medical Care

I authorize School to provide Student first aid and to arrange medical assistance, transportation, and emergency medical services for Student if Student gets hurt while participating in School. I will be responsible for

any costs related to Student’s medical treatment and transport. I understand that School does not provide health, medical, disability, or other insurance coverage for Student or for me. I consent to necessary disclosures by School to health care professionals or first responders about Student’s medical history and condition should Student become injured or ill while participating in School Activities.

Contacting Student

I consent to School faculty and staff contacting Student through text, social media, and any other forms of communication for School purposes only.

Consideration

I make the acknowledgements, agreements, assumption of risk, release and waiver of liability, waiver of statutory protection, promise not to sue, and consents set out in this Waiver and Consent in consideration of School accepting and enrolling Student in School and giving Student the opportunity to participate in School Activities.

Other Parent or Guardian

I confirm that I am signing the document on behalf of, and as an agent for, any other individual who may be a parent or guardian of Student, that I am fully authorized to do so, and that I am binding the individual, Student, and such other parent(s) or guardian(s).

Separate Parent Waiver

Parent forever waives and releases all School Parties from any and all liability, claims, causes of actions, costs, and damages of any kind and of whatever nature, which Parent may have or which may later accrue, caused by or arising directly or indirectly from Student’s participation in School Activities, including, without limitation, Parent’s presence in School facilities, attendance at School performances or other events, or interactions with Student or other students.

Whom this Affects; Binding Effect

This Waiver and Consent will be legally binding not only on Student but also on their respective heirs, next of kin, and legal representatives, and will run in favor of, and may be enforced by, each of the School Parties. It will be binding to the fullest extent permitted by law. For clarity, this Waiver and Consent will remain in effect after the end of the current School year.

I have read this document and understand that by signing this Agreement, I am giving up legal rights and/or remedies that may be available to Student, to me and to any other parent or guardian of Student, and to their respective heirs, next of kin, and legal representatives.

Parent/guardian signature

Student name (please print)

Print name

Date