

Participant Release and Waiver Form



Minor's Information

Minor's Name: _____
Street Address: _____
City, State, and Zip: _____
Phone Number: _____
Name of Parent/Legal Guardian: _____

Team/School Information

School Name: _____
School Street Address: _____
School City, State, and Zip: _____
School Phone Number: _____

Liability Release

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____, as parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to be involved and participate in learning choreography and working through dance instruction developed by Balance Point Dance Solutions (BPDS). I, in my own behalf and on behalf of the Minor, further agree to release and hold harmless Balance Point Dance Solutions, the affiliates of BPDS, and the respective directors, representatives, choreographers, faculty, and staff of BPDS and their respective affiliates (hereinafter collectively "Releasees") from any and all liability for negligence or any other claim judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the choreography and/or dance instruction developed by BPDS, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that the Minor may incur or sustain during his/her involvement with the choreography and/or dance instruction developed by BPDS, and all activities associated with BPDS. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands, or actions that may subsequently be brought by Minor or by any

other persons on the account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss, or costs Releasees may have to pay as a result of any such action, claim, or demand.

I, in my own behalf and on behalf of the Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf an on behalf of the Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of the Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian: X _____

Date: _____

Medical Release

I, in my own behalf an on behalf of the Minor, acknowledge and agree that such participation subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf and on behalf of the Minor, acknowledge that the Minor is assuming the risk of such illness or injury by participating BPDS activities (choreography, dance instruction, etc.). I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of the Minor for any illness or injury that the Minor may sustain during participation in BPDS activities (choreography, dance instruction, etc.).

Appearance Agreement

I understand that Balance Point Dance Solutions from time to time produces promotional material relating to its programs and services. I understand that if my team decides to submit a recording of any type to BPDS that Minor may be included in videotapes or other promotional material. Therefore, without reservation or limitations, I, in my own behalf and on behalf of the Minor, hereby assign, transfer and grant Balance Point Dance Solutions the exclusive right to photograph and/or videotape the Minor and to utilize such videotapes and photographs and Minor's name, face likeness, voice and appearance as a BPDS client, in advertising and promoting Balance Point Dance Solutions. I further understand that neither Balance Point Dance Solutions nor any third party is under any obligation to exercise any of the foregoing rights, licenses, and privileges.

Fees/Costs for BPDS Services

I further acknowledge that the Minor and I understand that all payments to Balance Point Dance Solutions for services provided are non-refundable and non-transferable.

Signature

I, in my own behalf and on behalf of the Minor, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of the Minor, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of the Minor, have signed this document voluntarily and of my own free will.

Parent/Guardian

Signature of Parent or Legal Guardian: X _____

Date: _____

Relationship to Minor: _____

Minor's Birthdate: _____

Minor

I, identified above as Minor, acknowledge that I have read this Release and Waiver Form.

Signature of Minor: X _____

Date: _____

Witness Signature: X _____

Date: _____

Witness Address: _____