

LAGUNA DANCE THEATRE/ LAGUNA BALLET
2020 – WAIVERS AND RELEASES

This document (the “Release”) is a contract that contains permissions, releases and waivers of legal rights that you may otherwise have in the absence of signing this Release. Please read Part 1 (Liability Waiver) and Part 2 (Photo/Video Waiver) below carefully and complete and sign Part 3 (coronavirus) Part 4:(signature) to indicate your acceptance of and agreement to the terms described herein.

You, the undersigned, (“you”), hereby represent and warrant to Laguna Dance Theatre (“LDT”) that you are at least 18 years of age and have full legal capacity to execute this Release on behalf of yourself and any minor child you list in the Personal Information and Signature section of this release below (any such minor child or children, your “Children”)

PART 1 – LIABILITY WAIVER

You hereby acknowledge and agree that your participation and/or your Children’s participation in the dance classes and other activities and programs of LDT (collectively, the “LDT Programs”) and use of the facilities where such LDT Programs are held involves risks of injury to persons and property, including those described herein, and you assume full responsibility for such risks. In consideration of you and your Children being permitted to participate in the LDT Programs and enter any facility where LDT Programs are held (regardless of purpose, which may include, without limitation, observation, use of facilities, services or equipment, or participation in any way), you agree to the following: You hereby release and hold LDT and the owner/operator of any facility where any LDT Program is held and LDT’s and such facility owners’/operators’ respective directors, officers, employees, and agents (collectively, the “Released Parties”) harmless from all liability to you, your Children and your personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever give up any claim or demands therefore, on account of injury to you or your Children’s person or property, including injury leading to death, whether caused by the active or passive negligence of LDT, any other Released Party or otherwise, to the fullest extent permitted by law, while you or your Children are participating in any LDT Program or present in, upon, or about any facilities where any LDT Program is held. You also hereby agree to indemnify LDT and each of the other the Released Parties from any loss, liability, damage or cost that LDT or any Released Party may incur due to the participation of you or your Children in any LDT Program or the presence of you or your Children in any facility where any LDT Program is held whether caused by the negligence of you, your Children or otherwise. You represent that you and your Children are in good physical condition and have no disability, illness, or other condition that could prevent you or your Children from exercising without injury or impairment of health. Such risk of injury includes (but is not limited to) injuries arising from participation in group dance instruction; injuries and medical disorders arising from strenuous exercising of the type customary in dance activity such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in studios, dressing rooms, and other facilities where such activities occur. PLEASE INITIAL HERE ()

PART 2 – RELEASE & AUTHORIZATION FOR USE OF PHOTOGRAPHS & VIDEO

You hereby agree that you or your Children may be photographed or filmed by or on behalf of LDT during the course of your participation in LDT Programs (any such material is referred to as your "Images"). You further agree that LDT shall have an irrevocable, perpetual, world-wide, royalty-free and fully assignable right and license to display, transmit, exhibit, distribute, publish, or otherwise use in any manner whatsoever, in whole or in part, any of your Images for LDT's marketing purposes, including, without limitation, in connection with any communication, advertisement, or promotion in any media whether now known or hereafter devised, including, without limitation on LDT's website, print ads and social media accounts. You acknowledge and agree that you will have no right to payment or other consideration in connection with LDT's use of any of your Images and that LDT has no obligation to produce or use any such Images. Once your Images have been published or otherwise publicly distributed, LDT will have no ability to take them down or prevent further distribution by others.

PLEASE INITIAL HERE ()

Part 3: Coronavirus

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending classes at LDT and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at LDT may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LDT employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at LDT participation programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless LDT/Laguna Ballet, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of LDT, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any LDT program.

PLEASE INITIAL HERE ()

Part 4:

Signature of Parent/Guardian Date

Print Name of Parent/Guardian Name of LDT Participant(s)

Print Your Name: _____

Your Contact Information:

Address: _____

City, State & Zip: _____ Phone: _____

Email: _____

Print the Names of Children Covered by this Release:

SIGNATURE: In witness whereof, you, the undersigned, intending to be legally bound, hereby execute and sign this Release as of the date set forth opposite your signature:

_____ Date Signed: _____