

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in the West Coast Civic Ballet's dance and performance activities ("Activity" or "Activities") I, for myself, the minor participant named below, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activities and that I and/or the minor participant named below am/are qualified, in good health, and in proper physical condition to participate in such Activity.

2. **FULLY UNDERSTAND** that (a) dance and performance activities involve risks and dangers of serious bodily injury; (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I or the minor participant named)below incur as a result of my participation, or that of the minor, in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the West Coast Civic Ballet, their instructors, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises in which the Activity takes place (each considered one of the "Releasees" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused, in whole or in part, by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____ Date: _____

PARTICIPANT'S SIGNATURE (age 18 or over) _____ Date: _____

PRINTED NAME OF PARENT/GUARDIAN: _____ Date: _____

PARENT/GUARDIAN SIGNATURE: _____ Date: _____

