

Initial

RELEASE FORM FOR PARTICIPATION AT DANCERS WORKSHOP
Acknowledgement of Risk / Liability Release / Indemnity
Image Release

The parties to this release (the "Release") are Always On Pointe, LLC, d/b/a Dancers Workshop ("AOP"), and _____ (Participant) _____ (Participant's parent or legal guardian, if Participant is under 18) (Participant and Participant's parent or legal guardian are referred to hereafter jointly and severally as "Participant").

In consideration of the services and facilities being offered to Participant by AOP, which services and facilities would not be offered without execution of this Release, Participant hereby understands, acknowledges, and agrees as follows:

1. Participant's participation in AOP's programs and activities is entirely voluntary.
2. Participant fully understands and acknowledges that all of the activities that Participant will undertake have inherent risks, dangers, and hazards and such exists in Participant's participation in these activities, and (a) Participant's participation in any AOP activity including but not limited to dance lessons, dancing related activities, use of any equipment, or any travel in automobiles or busses may result in injury or paralysis, death, or other ailments that could cause serious disability, and (b) these risks and dangers may be caused by accidents, breaches of contract, or other causes, and (c) in connection with Participant's participation in these activities and use of any equipment or travel, Participant hereby assumes all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of AOP, its employees, agents, independent contractors, volunteers, other participants in AOP programs, guests, or by any other person. Participant understands that any activities Participant may take part in, whether as a component of an AOP program or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.
3. Participant will obey and comply with all AOP rules, regulations, or any instructions of AOP's employees or agents. Participant has a responsibility to ask questions to clarify rules, regulations, or instructions if Participant does not understand or fully comprehend any rule, regulation, or instructions.
4. Participant hereby grants permission to AOP, its employees, guests, independent contractors, volunteers, agents, and any other person, to take and use visual/audio images of Participant. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. The images may be used in any manner or media without notifying Participant, including but not limited to AOP related web sites, publications, promotions, broadcasts, and advertisements. Participant waives any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. Participant releases AOP, its employees, guests, independent contractors, volunteers, agents, and any other person, including any firm authorized by AOP to publish and/or distribute a finished product containing the images, from any claims, damages, or liability that Participant may ever have in connection with the taking of visual/audio images or use of visual/audio images or printed material used with or derived from the visual/audio images.
5. In the event of any emergency, Participant hereby authorizes AOP to secure from any hospital, physician, employee, guest, independent contractor, volunteer, agent, medical personnel, or any other person any treatment deemed reasonable and necessary by the aiding party's subjective discretion for immediate care. Participant gives this authorization in advance of any specific diagnosis, treatment or hospital care required. Participant acknowledges that Participant will be responsible for payment of all medical services provided.
6. Participant agrees that this Release shall be construed exclusively in accordance with, and governed by, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. Participant agrees that exclusive venue for any action arising out of this Release shall be the Commonwealth of Massachusetts, Middlesex County. Participant hereby submits to exclusive personal jurisdiction in the Commonwealth of Massachusetts, Middlesex County.
7. Participant has an obligation and responsibility to Participant as well as to other participants to conduct Participant in a safe and reasonable manner. Participant will not participate in any AOP related activity or use AOP's facilities, equipment, or any apparatus while under the influence of drugs, alcohol, or any condition that might impair Participant. Participant has an

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obligation and responsibility to Participant as well to others to notify AOP of any known medical condition that could impair Participant's safety or the safety of others in any activities.

Emergency Contact Information

Contact Name: _____ Relationship: _____

Phone Number _____ Second Phone Number _____

Please explain any condition, allergies, medications, or any other information that we can provide to emergency workers in case of an emergency

8. Participant agrees that this Release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Release supercedes any earlier written or verbal understandings or agreements between the parties.

9. Participant understands and agrees that, if any provision of this Release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Release which can be given effect without the invalid provisions or applications. To this end, the provisions of this Release are declared severable.

10. Participant, on behalf of Participant, Participant's personal representatives and Participant's heirs, hereby releases, waives, discharges, and holds harmless AOP, its parent, subsidiaries, and affiliates, together with all of their employees, guests, independent contractors, volunteers, agents, or any other persons from any and all claims, actions or losses, including but not limited to bodily injury, property damage, wrongful death, or loss of services which may arise in any manner whatsoever out of Participant's participation in programs and activities directly or indirectly related to AOP including but not limited to all activities at AOP, use of AOP facilities or equipment, and travel arising from AOP's programs and activities. Participant specifically understands without limitation that Participant is releasing, discharging, and waiving any claims or actions that Participant may have presently or in the future for the intentional acts, negligent acts, or other conduct by AOP, its parent, subsidiaries, and affiliates, together with their employees, guests, independent contractors, volunteers, agents, other participants, or any other person.

11. Participant, on behalf of Participant, Participant's personal representatives and Participant's heirs, hereby indemnifies AOP, its parent, subsidiaries, and affiliates, together with all of their employees, guests, independent contractors, volunteers, agents, or any other persons from any and all third party claims, actions, losses, liabilities, claims of liability, allegations, judgments, costs, expenses, reasonable attorneys fees, causes of action, or damages whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of Participant's participation or Participant's guest's participation, in programs and activities directly or indirectly related to AOP including but not limited to activities at AOP, use of AOP facilities or equipment, and travel arising from AOP's programs and activities.

12. Participant acknowledges that Participant has had an opportunity to obtain independent counsel before signing this release and has obtained such counsel or has made a voluntary decision to forego such counsel.

Participant's Name (print) _____ Date of Birth _____

Address _____ Phone. No. _____

Participant's Signature _____ Date _____

(If under 18, Signature of a Parent or Legal Guardian is Also Required.)

Name (Please Print) : _____ Relationship _____

Signature : _____ Date _____