

FORMS

F3. SPA RELEASE, WAIVER, & INDEMNITY

Mail completed registration packets to:
Attn: Education Department / Summer Intensive
Society for the Performing Arts
615 Louisiana Street, Ste. 100
Houston, TX 77002
Or, scan and email to: education@spahouston.org
Or, fax to: 713-632-8122

This Participant's Release, Waiver and Indemnity (this "**Release**") relates to the Program described below. Each person executing this Release hereby agrees as set forth below.

1. **Definitions.** As used in this Release, the following terms have the meanings indicated below:

"**Organization**" means Society for the Performing Arts, a Texas non-profit corporation.

"**Program**" means 2017 Ballet Hispanico Summer Dance Intensive.

"**Participant**" means the person named as "Participant" on the signature line below.

2. **Consideration.** I am executing this Release in consideration of Participant being permitted to participate in the Program.

3. **Release, Waiver and Indemnity.** (a) Intending to legally bind myself, Participant, and all of our respective heirs, executors, guardians, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (each person signing this Release and each of the foregoing other persons is referred to in this Release as an "**Indemnitor**"), I do hereby waive, release and discharge any and all claims against, and shall indemnify, hold harmless and defend, the Organization, its officers, directors, agents, representatives, employees, staff, volunteers, and their respective successors and assigns (each of the foregoing is referred to in this Release as an "**Indemnitee**") from and against any and all liability, losses, claims, suits, damages, injury, disability, death, costs and expenses (collectively, "**Claims**"), including reasonable attorneys' fees and expenses, incurred by or asserted against any Indemnitee by any person or entity (including without limitation any Indemnitor), arising during, out of, in connection with, as a result of, or relating to, Participant's participation in the Program, whether arising before, during or after the Program, in all cases, **whether or not caused by or arising, in whole or in part, out of the comparative, contributory or sole negligence or gross negligence of any one or more Indemnitee(s)**; provided, that such indemnity shall not, as to any Indemnitee, be available to the extent that such Claims are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the willful misconduct of such Indemnitee. In addition, each Indemnitor agrees not to assert, and hereby waives, and acknowledges that no other person or entity shall have, any claim against any Indemnitee, on any theory of liability, for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues, loss of consortium, or companionship (even if the Indemnitors have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

(b) I hereby release and hold harmless the Indemnitees from any responsibility for any lost, stolen, or damaged personal property Participant brings to the Program.

(c) I hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Release. If any part of this Release, or if the whole Release, is found to be invalid, unenforceable, or void, for any reason, then each Indemnitor acknowledges and agrees that the Indemnitees' aggregate liability to the Indemnitors or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Indemnitees was negligent or grossly negligent.

4. **Program Participation Risks, Consent to Participate, etc.** (a) I understand that because of the nature of the physical activities involved in participation in the Program, there is a possibility of bodily injury. These physical activities include, but are not limited to, dance performance, training, and conditioning that may involve strenuous and high-impact physical exertion. I am aware of and fully understand (i) the potential risks involved in connection with these activities, (ii) the risks to Participant personally and to Participant's property, and (iii) that the risks to Participant can be a consequence not only of Participant's acts

or omissions, but also of the actions or negligence of the Organization (including staff, employees, volunteers, agents, representatives or any other of the Indemnitees), Program instructors, other participating students or adults, independent contractors or third parties, or transportation and equipment.

(b) I understand that I am responsible for requesting any additional information that I may need in order to determine whether Participant will participate in the Program. I acknowledge that the Organization's staff has been available to answer questions about the nature and demands of the Program.

(c) The following is applicable if Participant is a minor: (i) I agree to allow Participant to participate in the Program activities, (ii) I acknowledge that I have read and I have discussed, with each other parent and guardian of Participant, this Release and the Program, including without limitation the inherent risks of the Program, and (iii) I certify that Participant understands the activities and risks and, with my consent, voluntarily chooses to participate in the Program.

(d) I assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, including without limitation, risks of, death, personal or bodily injury, disability and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Program.

5. **Signature by All Parents/Guardians.** I represent and warrant to the Organization that all of Participant's living parents and legal guardian(s) have signed this Release (unless the undersigned has requested, and the Organization has granted, a specific written exception due to unusual circumstances).

6. **No Inappropriate Behaviors, Adhere to Program Rules, etc.** I understand and acknowledge, and I represent and warrant to the Organization that Participant understands, that (a) Participant must not engage in any inappropriate behaviors, violate safety guidelines, use inappropriate language, violate Program rules or policies, or otherwise engage in any behaviors that create even the appearance or impression of impropriety while participating in the Program, (b) no alcohol, drugs, or tobacco are allowed at any time, (c) if Participant violates any aspect of the guidelines set forth in this paragraph, the Organization reserves the right to remove Participant from the activity and require that the parent or legal guardian either pick up or make arrangements for Participant's return home, and (d) no refunds will be provided for any Participant suspended for violation of the terms of this paragraph.

7. **Photography and Media.** On behalf of myself, Participant, and our respective heirs, executors, guardians, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns successors, I grant to the Organization the right and permission to record and photograph Participant, and consent to and authorize the use and reproduction by the Organization of any and all photographs, recordings, videotapes, and other reproductions of likeness of Participant's person or characteristics ("**reproductions**") for any purpose whatsoever, without compensation to, and without notification to, Participant or me. All reproductions shall be the property of the Organization, solely and completely. Further, I assign and release all rights to said reproductions and authorize the Organization, and others authorized by it, to exhibit, broadcast, and distribute and otherwise further reproduce said reproductions in whole or in part over or in any medium whatsoever, including, without implied limitation, newsletters, radio, newspapers, film, cable, television, and digital media, without compensation, in perpetuity. I also release and agree to hold harmless the producers of said reproductions, the Organization and any and all persons and entities acting under its or their permission or authority, from any liability in connection with, arising from or related to use of said reproductions. Without limiting the foregoing, I grant permission to the Organization to use Participant's name, image, voice, and identity in any program for promotion of the Organization or the Program, including written materials, website materials, video, audio, or other forms, without prior consent or compensation, and release and hold the Organization harmless from any liability stemming from such use.

8. **Signing this Release.** I acknowledge that (a) I have carefully read and fully understand the contents of this Release, (b) I have asked and received answers to all questions I may have, and (c) I have

not been induced to sign this Release by any promise or representation and I sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

9. **Governing Law; Severability; Headings; and Other Miscellaneous Provisions.** This Release shall be governed by and construed in accordance with the laws of the State of Texas. Section headings in this Release are included for convenient reference only and shall not affect the interpretation of this Release. The language of all parts of this Release will, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any one of the parties. Should any part of this Release be found by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provision of this Release shall not be affected or impaired thereby.

IN WITNESS WHEREOF, each of the undersigned, intending to be legally bound, has executed this Waiver and Release on the date indicated below.

NAME OF PARTICIPANT (print): _____

SIGNATURES OF PARENTS/GUARDIANS IF UNDER 18 (All Parents and Guardians must sign):

By: _____

Printed Name of Parent/Guardian:

Relationship to Participant: _____

Date: _____

By: _____

Printed Name of Parent/Guardian:

Relationship to Participant: _____

Date: _____

SIGNATURE OF PARTICIPANT IF 18 OR OLDER:

Date: _____