

FORMS

F4. EPISCOPAL HIGH SCHOOL

PARTICIPATION WAIVER AND RELEASE

2017 Ballet Hispanico Summer Intensive

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

In CONSIDERATION of (print name of minor student or adult participant on this line) _____ (the "Participant") being allowed to participate in the 2017 Ballet Hispanico Summer Intensive (the "Program") during the week of June 6, 2017, through June 16, 2017, at Episcopal High School (4650 Bissonnet St., Bellaire, TX 77401), and understanding and acknowledging that Episcopal High School (the "School") is a non-profit educational institution, we, the Participant and the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves, the Participant, and all of our respective guardians, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue, the School, and its officers, directors, trustees, shareholders, owners, managers, partners, employees, staff, volunteers, and supervisors and their successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses, whether arising before, during or after the Program (including any motor vehicle transportation and early or extended care), and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party (collectively the "Claims"). This Waiver and Release does not apply to the willful misconduct of the Released Parties. The Releasers 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 Waiver and Release.

If any part of this Waiver and Release, or if the whole Waiver and Release is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasers acknowledge that none of the Released Parties shall ever be liable to any person 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 Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

This Waiver and Release does not release, is not intended to release, and does not in any way apply or relate to the release and/or discharge of any claims Releasers may have against any person and/or party other than the Released Parties.

By signing this Waiver and Release, we acknowledge and agree that the School takes reasonable precautions to ensure that the Program activities are conducted by qualified personnel in a safe and responsible manner. We further understand that because of the nature of the physical activities within the Program, there is a possibility of personal or bodily injury, serious injury, disability, and death. These physical activities include (but are not limited to) dance performance, training, and conditioning that may involve strenuous and high-impact physical exertion. We are aware of and fully understand the potential risks involved in connection with these activities and agrees to allow Participant to participate in such activities, including those off the premises. We are aware of and understand fully the risk to the Participant personally and to the Participant's property, which may result in Participant's serious or permanent bodily injury or death, and we understand that the risk to the Participant can be a consequence not only of the Participant's acts or omissions, but also of the actions or negligence of the School (including staff, employees, volunteers, agents, representatives or any other of the Released Parties), Program instructors, other participating students or adults, independent contractors or third parties, or transportation and equipment. We are responsible for requesting any additional information we need to determine whether the Participant will participate in the Program.

We are responsible for requesting any additional information we need to determine whether the Participant will participate in the Program. We acknowledge that the School's staff has been available to answer questions about the nature and demands of the Program.

If the Participant is a minor, we acknowledge that we have read and discussed with each other the Waiver and Release and the Program, including, without limitation, the inherent risks of the Program, and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Program. We hereby release and hold harmless the Released Parties from any responsibility for any lost, stolen, or damaged personal property the Participant brings to the Program.

Each of the Releasors 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.

We represent and warrant to the Released Parties, that (i) all of Participant's living parents and/or legal guardian(s), as applicable, have duly signed the Release and Waiver (unless the School has granted a specific written exception due to unusual circumstances); (ii) Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Program and that the Participant is physically able to participate in the Program; and (iii) the Participant is not taking any herbal or medicinal supplement or prescription that could impact on Participant's participation in the Program.

We also understand and acknowledge that Participant understands that Participant must not engage in any inappropriate behaviors, violate safety guidelines, use inappropriate language, violate the School or Program Rules, or otherwise engage in any behaviors that create even the appearance or impression of impropriety while participating in the Program. No alcohol, drugs, or tobacco are allowed at any time. In addition, if Participant violates any aspect of the guidelines set forth in this paragraph, we understand that the School reserves the right to require that Participant be removed from the activity, requiring that the parent or legal guardian either pick up or make arrangements for the Participant's return home. No refunds will be provided for any Participant suspended for violation of the terms of this paragraph.

We also grant the School the permission to use Participant's name, image, voice, and identity in any program for promotion of the School or the Program, including written materials, website materials, video, audio, or other forms, without prior consent or compensation, and release and hold the School harmless from any liability stemming from such use.

We authorize first aid treatment using basic first aid supplies to be provided to Participant as needed. In the event that a parent or emergency contact cannot be reached, we give permission for the School to arrange for emergency medical care. We understand and agree that we will be financially responsible for all aspects of such emergency medical care and we will indemnify and hold the School harmless for all damages, claims, and amounts paid or due in connection with such care. We agree to promptly reimburse the School for any amounts that the School is required to expend on Participant's behalf for any medical care, expenses, transportation costs, damages, or loss incurred while Participant participates in the Program.

Furthermore, by signing below we acknowledge that we have received the opportunity (and been strongly encouraged) to review this Waiver and Release with an attorney, that we have carefully read and fully understand the contents of this Waiver and Release, that we are giving up substantive legal rights (both Participant's and our own, as well as the rights of all other Releasors), have asked and received answers to all questions he/she/they may have, and that we have not been induced to sign this Waiver and Release by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

This Waiver and Release will in all respects be interpreted, governed, and enforced under the laws, rules, and regulations of the State of Texas. The language of all parts of this Waiver and 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 Waiver and Release be found by a court to be unenforceable, the validity of the remaining parts shall be unaffected, and the remaining parts shall be enforced to the fullest extent permitted under the laws of the State of Texas.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Waiver and Release this ____ day of _____, 201____.

By: _____ By: _____
Parent/Guardian: Signature Parent/Guardian: Print Name

By: _____ By: _____
Parent/Guardian: Signature Parent/Guardian: Print Name

By: _____ By: _____
Participant's Signature (if over 18) Participant's Printed Name