

**LAGUNA DANCE FESTIVAL  
2018 SUMMER DANCE INTENSIVE – 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 (Personal Information and Signature) to indicate your acceptance of and agreement to the terms described herein.*

You, the undersigned, (“**you**”), hereby represent and warrant to Laguna Dance Festival (“**LDF**”) 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 LDF (collectively, the “**LDF Programs**”) and use of the facilities where such LDF 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 LDF Programs and enter any facility where LDF 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 LDF and the owner/operator of any facility where any LDF Program is held and LDF’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 LDF, any other Released Party or otherwise, to the fullest extent permitted by law, while you or your Children are participating in any LDF Program or present in, upon, or about any facilities where any LDF Program is held. You also hereby agree to indemnify LDF and each of the other the Released Parties from any loss, liability, damage or cost that LDF or any Released Party may incur due to the participation of you or your Children in any LDF Program or the presence of you or your Children in any facility where any LDF 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, showers and other facilities where such activities occur.

**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 LDF during the course of your participation in LDF Programs (any such material is referred to as your “**Images**”). You further agree that LDF 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 LDF’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 LDF’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 LDF’s use of any of your Images and that LDF has no obligation to produce or use any such Images. Once your Images have been published or otherwise publicly distributed, LDF will have no ability to take them down or prevent further distribution by others.

**PART 3 – PERSONAL INFORMATION AND SIGNATURE**

You further expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. You have read this release and waiver of liability and indemnity clause, and you agree that no oral representations, statements or inducement apart from this Agreement has been made. You understand that the waivers, releases, indemnities and permissions given herein are irrevocable and will apply to any and all LDF Programs that you participate in following the date you sign this Release.

**Print Your Name:** \_\_\_\_\_

**Your Contact Information:**

Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Mailing List:** Initial here if you would like to be included on LDF’s mailing list and email list for news and information regarding LDF Programs and other LDF events: YES \_\_\_\_\_

**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: \_\_\_\_\_