



CLASSES, ACTIVITIES & SPECIAL EVENTS

Waiver of Liability, Indemnification, Medical, and Media Release

Acknowledgment and Assumption of Risk:

The undersigned hereby acknowledges that he/she is aware of the dangers and the risks to the participant's person and property involved in participating in the following class, activity and/or event facilitated by Jacob's Pillow Dance (JPD):

2017 Jacob's Pillow Dance Classes, Activities & Special Events

The undersigned and participant understand that this activity involves certain risks for physical injury to the participant. We also understand there are potential risks of which may presently be unknown. Because of the dangers of participating in this class, activity an/or event the undersigned and the participant recognize the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any supervisory instructions regarding participation in this activity. The undersigned and the participant understand that JPD does not insure participants in the above-described activity, that any coverage would be through personal insurance, and JPD has no responsibility or liability for injury resulting from this activity.

The undersigned acknowledges that the participant voluntarily elects to participate in this activity with the knowledge of the danger involved and hereby agrees to accept and assume any and all risks of property damage, personal injury, or death.

Waiver of Liability and Indemnification:

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigns, the undersigned :

a. waives, releases, and discharges JPD and its administrators, trustees, officers, employees, students, contractors, and agents (collectively, the "Releases"), from any and all liability for the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to the participant, and the participant's estate as a direct or indirect result of participation in the activity or event; and

b. defend, indemnify, and hold harmless JPD and its administrators, trustees, officers, employees, students, contractors, and agents, from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of negligence on behalf of JPD.

Medical Release:

Consent is given for the participant to receive medical treatment, which may be deemed advisable in the event of injury, accident or illness during this activity or event. This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

Media Release:

This event may be digitally photographed or recorded by JPD. JPD is the sole owner of these materials and I, the undersigned, grant JPD the right to edit, use, and reuse these materials for any non-profit or educational purposes, including use in print, television, on the internet and all other media platforms.

I, the undersigned, affirm the following: (please check one)

\_\_\_\_\_ I am 18 years of age or older and I am competent to contract in my own name.

\_\_\_\_\_ I certify that I am the parent or legal guardian of the below named minor participant

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Acknowledgment:

\* By signing below, I acknowledge that I have read and fully understand the contents, meaning and impact of this document.

X Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact for Participant:

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_