



JACOB'S PILLOW PARTICIPANT WAIVER & RELEASE OF LIABILITY

As a condition of participation in Jacob's Pillow ("JP") activities (including, but not limited to, the audition master class, workshop, dance class, dance festival, special event or any other JP-facilitated activity, collectively referred to herein as "Activities"), the undersigned hereby acknowledges and agrees to the following:

1. The undersigned certifies that the participant is physically fit and able to participate in the Activities, and has not been advised otherwise by a medical professional.
2. The undersigned and the participant agree that the participant will fully comply with the applicable laws, policies, rules, regulations, safety protocols, terms and conditions in connection with the participant's participation in the Activities, including JP standards of conduct and supervisory instructions.
3. The undersigned acknowledges and fully understands that the participant will be engaging in activities that may involve risk of serious health complications and/or injury, including exposure to COVID-19, permanent disability and death. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of JP and its students, faculty, employees, participants, volunteers, guests and spectators; (b) the condition of the premises or equipment used, and/or (c) those out of the control of either party. The undersigned further acknowledges and fully understands that there may also be risks that are not known or foreseeable at this time. THE UNDERSIGNED KNOWINGLY AND VOLUNTARILY ASSUMES ALL SUCH RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, CONTAGION, OR DEATH, EVEN IF ARISING FROM THE NEGLIGENCE OF JP OR OTHERS, AND THE UNDERSIGNED ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES.
4. The undersigned, on behalf of the undersigned, the participant, and their heirs, next of kin, executors, personal representatives, administrators, successors and assigns, hereby waive, release and discharge JP and its administrators, trustees, directors, officers, employees, students, contractors and agents (collectively, the "Releasees"), from any and all claims for damages, injuries, losses, liabilities and expenses (including, but not limited to, the participant's death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue as a direct or indirect result of the participant's participation in the Activities) which the undersigned may have or which may subsequently accrue to the undersigned, arising out of, relating to, or resulting from the participant's participation in the Activities. The undersigned also agrees to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses (including, but not limited to, all costs, expenses, and reasonable attorney's fees) arising out of, relating to, or resulting from the participant's participation in the Activities.
5. The undersigned acknowledges that the undersigned is solely responsible for all medical and other costs the undersigned may incur in connection with the participant's participation in the Activities. The undersigned gives consent for the participant to receive emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness. The undersigned releases JP and all persons participating in any such medical treatment from all responsibility for any such actions. The undersigned and the participant understand that JP does not insure participants' participation in the Activities and that any coverage would be through personal insurance.
6. The undersigned intends that this Waiver and Release shall be construed broadly to provide a waiver and release to



the maximum extent permissible under applicable law. This Waiver and Release shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to conflict of law provision.

I, the undersigned, affirm that I have read and fully understand this Participant Waiver and Release of Liability and hereby acknowledge that the undersigned and the participant are aware of the dangers and risks to the participant's person and property by participating in the Activities.

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 or Legal Guardian:

Acknowledgement:

By signing below, I acknowledge that I have read and fully understand the contents, meaning and impact of this Waiver and Release of Liability.

Signature: _____ Date: _____

Name (please print):

Address/City/State/Zip:

Phone: _____ Email: _____

Emergency Contact for Participant:

Name: _____ Phone: _____ Relationship: _____