

# 2018 Ballet in the City Master Class Agreement and Liability Waiver

I \_\_\_\_\_ (name of parent or legal guardian)  
parent or legal guardian of \_\_\_\_\_ (name of dancer)  
understand that dance and related activities involve risk of injury, I agree I  
will not hold Ballet in the City or its board of directors, staff, employees,  
officers liable for any injuries/damages incurred by me or any of my family  
members while participating or visiting the facility and participating in the  
classes.

\_\_\_\_\_ (initial)

## Authorization of Medical Care

In case of emergency or injury while participating, I authorize Ballet in the  
City to seek medical care for my child and accept responsibility for  
medical expenses.

\_\_\_\_\_ (initial)

## Photo Release

I hereby give my consent for myself and my child to be photographed or  
videotaped during any class for use of by Ballet in the City for any  
marketing, promotion, or learning tool.

\_\_\_\_\_ (initial)

## Class Agreement

I understand, acknowledge and accept that due to the nature of a  
dance class, some touching and/or physical handling regarding proper  
body placement may be involved.

\_\_\_\_\_ (initial)

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**Name of dancer**

**X** \_\_\_\_\_  
**Signature of parent or legal guardian**

\_\_\_\_\_  
**Date**

# Ballet in the City

## WAIVER OF LIABILITY

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. I am fully aware of and understand the risks and hazards associated with, arising out of, and inherent to the activity of dance and dance related activities. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily allow me or my child/children participate in said activities, knowing that the activities may be hazardous to my property and me or my child/children. I understand that Ballet in the City does not require me or my child/children to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my child/children, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY NEGLIGENCE or otherwise, to the fullest extent allowed by law.

2. I knowingly and voluntarily RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Ballet in the City, the Board of Directors of Ballet in the City, and the officers, agents, or employees of Ballet in the City (collectively the "RELEASEES") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my child/children, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my or my child/children participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio and that any mediation, suit, or other proceeding must be filed or entered into only in Ohio and the federal or state courts of Ohio. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IF THE PARTICIPANT IS A MINOR, the participant's parent and/or legal guardian hereby signs this waiver releasing Ballet in the City from any and all such liability described above and has grants permission for participant to participate in Ballet in the City events.

PLEASE SIGN AND DATE BELOW.

Parent, participant (if 18 years of age) or legal guardian:

X\_\_\_\_\_

Date:\_\_\_\_\_

Name of participant:

X\_\_\_\_\_