

Waiver of Liability and Hold Harmless Agreement

1. In the consideration of **The Joffrey Workshop TX** providing the opportunity for and permitting the undersigned (Participant) to participate and take part in **The Joffrey Workshop TX** and its related activities, **June 26, 2010 to July 17, 2010** the undersigned Participant and Parent of the Participant, do hereby release, remise and forever discharge, indemnify and agree to HOLD HARMLESS WAIVE, DISCHARGE, and COVENANT NOT TO SUE **The Joffrey Workshop TX**, its officers, employees, faculty, instructors, servants, agents and assigns, hereinafter referred to as RELEASEES, from any claim, demand or cause of action whether now in existence, or hereafter arising for any loss of personal property, injury to the Participant or for the death of the Participant, arising out of resulting from, caused by or contributed to in whole or in any part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of **The Joffrey Workshop TX**, its officers, faculty, agents, servants, employees, (RELEASEES) any other Participant in said workshop, any participating parent and/or any one or more of any thereof.
2. We recognize and acknowledge that certain risks of harm are or may be inherent in the various activities contemplated herein and that **The Workshop** or University cannot control all of these risks. We are aware that ballet training and the gymnastic exercises associated with it place unusual stress on the body and carry with them the risk of physical injury. I / We assume the risks involved. I / We also understand that dance instruction involves kinetic correction that may include physically touching the student (Participant) as part of the regular class work and/or rehearsal. I / We assume the risk and agree that **The Joffrey Workshop TX** faculty have permission to engage in appropriate kinetic correction of the body for technical corrective purposes as part of regular class work and rehearsal.
3. It is my/our express intent that this Release and Hold Harmless Agreement shall bind the members of my/our family if I am alive, and my heirs, assigns and personal representative, if I am not alive. It shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named 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 Texas.
4. I UNDERSTAND THAT **THE JOFFREY WORKSHOP** WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY THAT I OR MY CHILD MAY SUSTAIN.
5. I / We also understand that I / we should and am / are urged by RELEASEES to obtain health and accident insurance to cover any personal injury to me / my child (Participant), which may be sustained.

6. I / We agree that I or my child (Participant) will adhere to the Rules and Regulations promulgated by **The Joffrey Workshop TX** and obey all laws of the State of Texas while participating in this activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I / We have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my / I own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or, if I am under eighteen (18) years of age, my parent or legal guardian's approval and signature has been obtained; and I / we execute this Release for full, adequate, and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ of _____, 20____
Day Month Year

Student Name: _____
Please Print

If 18 years of age or over: Yes _____ No _____

Participant Signature: _____ Date: _____

Participant Printed Name: _____

Participant Address: _____

Participant Home Phone Number: _____

Participant Cell #: _____ Email Address: _____

EMERGENCY INFORMATION: Person(s) to be contacted in case of emergency:

Name: _____ **Relationship:** _____

Phone Numbers:

Home: _____ **Cell:** _____

Work: _____ **Other:** _____

Email Address: _____

HEALTH INSURANCE AND POLICY NUMBERS:

Name of Insurance Company: _____

Health Insurance Group Number: _____

Policy Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Insurance Company Telephone Number: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

If I am under the age of eighteen, I have read, understood, and discussed the above content with my parent or guardian identified below. We hereby accept the terms and conditions as stated in this document.

Participant Signature

Age

Parent / Guardian Signature

Printed Name

Printed Name

Address

Address

City / State / Zip

City / State / Zip

Date

Date