



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

**Name of the Activity or Event:** 2016 Summer Ballet Intensive Presented by The Civic Ballet of San Luis Obispo (hereinafter "CBSLO").

**Date of Activity or Event:** July 25, 2016 through July 29, 2016

**ATTENTION: This document affects your legal rights, read it carefully! Dancing is fun, exhilarating and fulfilling . . . it can also be dangerous in that, like all physical activities, there is always a risk of injuries, even where care is taken to avoid them. If you are injured through your voluntary participation in the activities described or referenced herein, and all activities and events associated therewith, you are accepting and assuming the risk of that injury.**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT (hereinafter "CBSLO Activities", or "CBSLO Event"), including by way of example and not limitation, and to the fullest extent permissible under California law, any risks that may be incurred in the natural performance of the CBSLO Activities, or which may arise from the negligence or carelessness on the part of the persons or entities being released or their agents, associates, or employees, or from dangerous or defective equipment or property owned, maintained, or controlled by the released parties, or because of their potential liability without fault.

I certify that I am physically fit, am sufficiently apprised of the physical demands of the Event, have sufficiently prepared or trained for participation in the Event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in CBSLO Activities.

I acknowledge that this Accident Waiver and Release of Liability Form will govern my actions and responsibilities regarding CBSLO Activities and CBSLO Events, and will be used by the following entities or persons related or connected to the CBSLO: the owners and lessees of any premises used in connection with a CBSLO Event; the CBSLO Event holders, sponsors and co-sponsors; the CBSLO Event organizer and any special guests of the CBSLO Event.

In consideration of my application and permitting me to participate in CBSLO Activities and Events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, to the fullest extent permissible under California law, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or other actionable incidents of any kind which may hereafter occur to me, including my traveling to and from this Event, **THE FOLLOWING ENTITIES OR PERSONS: The Civic Ballet of San Luis Obispo, the San Luis Obispo**

**Academy of Dance, and Andrew Silvaggio**; including, without limitation, any directors, officers, employees, volunteers, representatives, and/or agents of the above-mentioned parties, or the CBSLO Activity or Event holders, CBSLO Activity or Event sponsors, and CBSLO Activity or Event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the above-listed entities or persons from any and all liabilities or claims made as a result of participation in CBSLO Activities and Events, whatever the cause to the fullest extent permitted under applicable law.

I acknowledge that **The Civic Ballet of San Luis Obispo, the San Luis Obispo Academy of Dance, and Andrew Silvaggio** and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf or in connection with or in relation to any CBSLO Activities or Events.

I acknowledge that CBSLO Activities or Events may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by physical exertion and athletic activity, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, teachers, coaches, Event officials, and Event monitors, and/or producers of the Event. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this CBSLO Activity or Event.

I understand that at this event or related activities, I may be photographed, videotaped and/or otherwise be subject to recordation of my image and likeness through various digital mediums, including but not limited to video and photography. I agree to allow my photo, video, or film likeness to be used for any legitimate (including business and commercial) purpose by **The Civic Ballet of San Luis Obispo**.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Print Participant's Name                      Age                      Signature (if under 18 years old,  
Parent or guardian must also sign)

Dated: \_\_\_\_\_, 2016

**PARENT / GUARDIAN CONSENT & WAIVER FOR MINORS (Under 18 years old)**

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent, guardian, or individual further agrees to save, defend, hold harmless and indemnify each and all of the parties released above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in this parental/guardian consent and waiver caused or occasioned by the undersigned, or for any lack of capacity of the undersigned to act in consenting and waiving the released parties on behalf of the minor and the parents or legal guardian thereof.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Print Participant's Name                      Age                      Print Name of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

Dated: \_\_\_\_\_, 2016