

THE BROADWAY DANCE COLLECTIVE INC.
PARTICIPANT ACCEPTANCE OF RISK / WAIVER AND RELEASE OF LIABILITY

Read Carefully As This Affects Your Legal Rights

I, for myself and on behalf of any Minor who I permit to attend the The Broadway Dance Collective Master Class Tour (Event), on a voluntary basis have elected to participate in dance, singing, and other athletic performance-related activities. I, for myself and on behalf of any Minor who permit to attend the event am aware that participation in the Activities presents certain risks (including, without limitation, brain injury, sever bodily harm and/or death).

RELEASE AND WAIVER

I, for myself and on behalf of any Minor who I permit to attend the The Broadway Dance Collective Master Class Tour (Event) do hereby release, waive and discharge The Broadway Dance Collective, Inc.(Company) the facility on whose premises the Event I am attending will occur (the "Location"), and the respective directors, officers, representatives, members, agents, contractors, volunteers, and employees of The Broadway Dance Collective, Inc. and the Location and their respective affiliates (hereinafter collectively "Releasees")("Company") and their affiliates, trustees, directors, officers, employees, contractors, volunteers and agents ("Releasees") from any and all liability for injury, death, loss, damage, obligation, expense or penalty, including attorneys' fees, that I may cause or sustain in connection with my participation with The Broadway Dance Collective, Inc. and while traveling to and from the Location for the Event whether or not the Event actually occurs, classes or workshops, and whether caused by the negligence or carelessness of Releasees or otherwise.

MEDICAL RELEASE

I, for myself and on behalf of any Minor who I permit to attend the Event, acknowledge and agree that participation in the Event subjects me to the risk of physical illness or injury (minimal, serious, catastrophic and/or death) and that I acknowledge that I am assuming the risk of such illness or injury by participating in the Event. In the event of such illness or injury, I authorize The Broadway Dance Collective Inc. to obtain necessary medical treatment for me and hereby release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related costs and bills for services that may be incurred by me for any illness or injury that I may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. Under no circumstances will the Company be held liable for my or the Minor's injury, illness, death, or any loss or damage of the personal belongings resulting from participation in the Event or during my travels to and from the Event.

PHOTO AND VIDEO RELEASE AGREEMENT

I, for myself and on behalf of any Minor who I permit to attend the Event, acknowledge and agree to give permission for images and videos of myself and on behalf of any Minor who I permit to attend the Event captured during the The Broadway Dance Collective Master Class Tour through video, photo and digital camera, to be used solely for the purposes of The Broadway Dance Collective, Inc. promotional material and publications, and waive any rights of compensation or ownership thereto.

FORCE MAJEURE; INCLEMENT WEATHER

The Company is not liable for failure or delay in performance of the Company's obligations under this Agreement if such failure or delay in performance is as a result of causes and/or circumstances beyond the Company's reasonable control and without its fault or negligence, including but not limited to accident, illness, Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster) or of the Public Enemy, acts of war, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Should any such occurrence impede or delay travel and execution of any obligation under this Agreement, every reasonable effort will be made by the Company to mitigate, modify or alter this Agreement as to meet the stated and agreed upon obligations. Should a Force Majeure event render the need for Company's services null and void OR impossible to provide, I understand that I will not receive a refund for monies paid.

REFUND AND CANCELLATION POLICY

I understand that The Broadway Dance Collective, Inc. undertakes significant planning, preparation, reservations, hiring and a host of third-party services are secured by Company as a result of my agreeing to participant in the Event. As such, I, for myself and on behalf of any Minor who I permit to attend the Event, acknowledge and agree that if I or the Minor am unable to attend or participate in the Event I will not receive a refund of monies paid and am still responsible for any balance owed. **Failure to physically show up for the Event will not alleviate my duties under this Agreement.**

APPLICABLE LAW AND CONSENT TO JURISDICTION

This Release and Waiver shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. I, for myself and on behalf of any Minor who I permit to attend the Event, hereby consent to the exclusive jurisdiction of any state or federal court located within the State of New York in connection with all actions or proceedings arising out of or relating to this Release and Waiver and Medical Release Agreement. I, for myself and on behalf of any Minor who I permit to attend the Event, accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens, waive any right to trial by jury and irrevocably agree to be bound by any judgment rendered thereby in connection with this Release and Waiver Agreement. I, for myself and on behalf of any Minor who I permit to attend the Event, further agree that to the extent permitted by law, any and all process directed to me in any such litigation may be served upon such me outside of the State of New York in the same manner and with the same force and effect as if service had been made within the State of New York.

Signature of Participant: _____ **Date:** _____

Signature of Parent: _____ **Date:** _____

Emergency Contact: _____ **Emergency Contact Cell** _____

Relationship to Participant _____