

**Dance Participant Release of Liability, Waiver of Claims, Assumption of Risks and
Indemnity Agreement
Public Academy for Performing Arts**

In consideration of the instruction provided by The Public Academy for Performing Arts, its agents, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on the its behalf (hereinafter collectively referred to as "PAPA" or "School"), I hereby agree to release, discharge, and indemnify PAPA on behalf of myself, my parents, my heirs, assigns, personal representative and estate (if signatory below is student), or on behalf of myself, my student, student's relatives, and my/my student's heirs assigns, personal representative, and estates (if signatory below is parent/guardian of minor student), as follows:

1. Inherent Risks. I acknowledge that I/my student will be participating in PAPA dance classes, practices, rehearsals, performances, and dance-related activities, on and off PAPA campus (together, "Dance Activities") while a student at PAPA. I understand and acknowledge that any Dance Activity may entail both known and unanticipated risks that could result in physical injury, death, or damage to myself/my student, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Dance Activity. I also understand and acknowledge that failing to follow the rules and/or instructions of School staff, and/or performing any Dance Activity without proper supervision, wearing incorrect attire, and/or failing to use caution and techniques and methods designed to minimize risks, increases my/my student's risk of injury.

I understand and acknowledge that, in participating in Dance Activity at or related to PAPA, I/my student will be participating in physical activities, including but not limited to: twisting, jumping, leaping, turning, stretching, rhythmic and/or percussive movement, flipping, cardiovascular exercise raising heart/respiratory rate(s), body contortions, repetitive movements, physical conditioning exercises, movements involving props/equipment, acrobatic movements, warm-up movements, battements, weight-bearing activities, isolation exercises, body placement exercises, movements related to contemporary/hip-hop/flamenco/musical theatre/jazz/ballet/freestyle dance genres, physical contact/impact with other persons, including physical corrections by PAPA staff, guest instructors, and other kinesthetic movements of all parts of the body.

The inherent risks associated with Dance Activity at PAPA that I/my student will participate in may include, but are not limited to: injuries due to falling, slipping, tripping, impacts with other persons, misperforming, improper placement, improper alignment, and/or otherwise failing to properly execute dance moves/exercises/techniques, including lifts and/or tricks; injury due to other participants' movements/activities, or failures; participating in Dance Activity with a physical condition (known or unknown) that is exacerbated by such activities; increased heart rate and potential for cardiovascular injury/events; increased body temperature; respiratory restriction and/or distress; limb/digit/wrist/hand/foot/ankle injuries; muscle/tendon/ligament strains/pulls/injury; head injury; or joint/orthopedic injury.

By signing this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement ("Agreement"), I acknowledge that, while School staff take reasonable precautions to prevent injuries at School or School-related Dance Activity, I AM/MY STUDENT IS ULTIMATELY RESPONSIBLE for my/their own safety during Dance Activity at or related to PAPA. I acknowledge that PAPA staff shall instruct in Dance Activity safety, proper technique, and dance-related injury prevention, but they are not infallible, and unless staff are informed by me/my student of known physical limitations pursuant to School and class procedures, they may be ignorant of or misjudge my/my student's fitness or abilities,

and injury may result. In addition, I acknowledge that staff may give inadequate warnings or instructions relating to unforeseen risks, that staff cannot supervise every instance of a student's Dance Activity on campus or in School-related activities, and that props or equipment being used might malfunction or be used improperly, any/all of which can result in injury to me/my student.

2. **Express Assumption of Risks.** I expressly agree, on behalf of myself/my student, to accept and assume **ALL** the risks existing in my/my student's participation in Dance Activity. My/my student's participation in Dance Activity is purely voluntary, and I/my student have elected to participate, in spite of being fully informed of the risks.
3. **Release and Waiver of Rights Including for Claims Of Negligence; Indemnity.** I hereby voluntarily waive, release, absolve, forever discharge, and agree to indemnify, defend, and hold harmless PAPA from any and all claims, demands, or causes of action, arising out of or which are in any way connected with my/my student's participation in Dance Activity or my/my student's use of PAPA equipment or facilities, including but not limited to any such Claims which allege **negligent** acts or omissions of PAPA. I agree that, should PAPA or anyone acting on its behalf, incur attorney's fees and costs to enforce this Agreement, I agree to indemnify, defend and hold them harmless for all such fees and costs.
4. **Personal Skill/Fitness; Insurance.** I certify that I/my student have sufficient skill and fitness to participate in the Dance Activity offered by PAPA. I further certify that I have/my student has no medical, mental or physical conditions or limitations which could interfere with my/their safety or ability to participate in these activities of which I have not informed my/their instructor/PAPA staff, and that if such conditions/limitations arise in the future, I shall immediately inform my/their instructor/PAPA staff. I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such physical conditions or limitations. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I/my student may cause or suffer while participating in Dance Activity, or I agree to bear the costs of such injury, damage or emergency transportation costs myself.
5. **Medical Issues; Waiver.** I further agree that, in the event that PAPA deems it necessary to administer emergency first aid or CPR or to remove me/my student from its activities or premises or from the activity venue or to seek emergency medical care for me/my student that, by signing this document, I am giving PAPA permission to: administer emergency first aid or CPR, secure emergency transport or medical care, and/or disclose any medical information it may have about me/my student to any health care provider which may become involved in my/my student's care, treatment or removal from the School/venue. **By signing this Agreement I am waiving any right to object to or bring any type of action or claim against PAPA for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me/my student to any healthcare related person who becomes involved in my care or removal from PAPA activities.**
6. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms and conditions of this Agreement are contractual in nature, that PAPA is entitled to rely on this Agreement, and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this Agreement, and that there are no other impediments or reasons why I would lack the capacity to enter into this Agreement.
7. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit, action or claim against PAPA, I agree to do so solely in the State of New Mexico, County of Bernalillo, and I further agree that the substantive law of New Mexico shall apply in any such action, without regard to the conflict of law rules of New Mexico. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall

remain in full force and effect; this Agreement is intended to be interpreted as broadly as possible. A copy of this Agreement can be used as if it was the original.

By signing below, I acknowledge that if I am/my student is hurt or property is damaged during my/my student's participation in Dance Activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PAPA on the basis of any claim from which I have released it herein.

By signing this Agreement below, I further acknowledge that I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT IN FULL - INCLUDING ALL THREE (3) PAGES . I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Student Participant Signature : _____
Printed Name: _____
Address: _____
City: _____ State: _____
ZIP Code: _____ Phone#: _____ Date: _____

Parent/Guardian Signature: _____
Printed Name: _____
Parent/Guardian Signature: _____
Printed Name: _____
Address: _____
City: _____ State: _____
ZIP Code: _____ Phone #: _____ Date: _____

Parents or Guardians Additional Indemnification (Must be completed for participants under 18 years of age) I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor student listed above; I/we believe and represent that I/we have the legal authority to make the waivers, indemnifications and releases contained herein. I/we understand and acknowledge that PAPA relies to its detriment on this representation and would not allow the minor student to participate in Dance Activities without this representation. I further agree to indemnify and hold harmless PAPA from any and all claims which are brought by or on behalf of my minor student, and which are in any way connected with Dance Activity at or related to PAPA.

Parent Signature: _____ Printed Name: _____
Date: _____
Parent Signature: _____ Printed Name: _____
Date: _____