



**SOUTHLAND BALLET ACADEMY
GENERAL RELEASE OF LIABILITY**

READ CAREFULLY-THIS AFFECTS YOUR LEGAL RIGHTS AND THE LEGAL RIGHTS OF YOUR CHILD

I am the parent or guardian of a minor, or an adult student ("Student"), who desires to attend classes at Southland Ballet Academy (SBA) and perform with Festival Ballet Theatre (FBT). In exchange for participation in the activity of dance instruction and related activities organized by SBA and/or FBT and/or us of the property, facilities, instructional staff and services of SBA and/or FBT, I agree for myself and for _____ (Student) and for all other members of my family, to the following:

I agree to observe, and to be responsible for my Student to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by SBA and/or FBT or the employees, representatives, and any other agents of SBA and/or FBT.

Assumption of the Risks and Release

Student hereby releases, discharges, indemnifies, covenant not to sue, and hold harmless SBA and FBT, and their respective officers, directors/trustees, agents, employees and affiliates, from and against any and all claims, damages, costs, liabilities, losses, actions, expenses, or judgments, including attorney fees and court costs arising from injury to person or property you or Student suffers regardless of the cause.

Student voluntarily agrees to participate in classes or performances with SBA and FBT and is familiar with the nature of dance training, including physical fitness expectations and the inherent risk of injury. I assume full responsibility for personal injury relating to participation in classes or performances with SBT and/or FBT. Student represents and warrants that he/she is able to participate fully in classes or performances and does not have any medical or other condition that would limit his/her safety during physical activity. Student understands that it is their responsibility to consult with a physician regarding participation in Online Dance Classes or In-Person Classes before attending or registering for any classes or camps. In addition to the normal risks associated with dancing and related activities, in this time of pandemic Student understands that there is a risk of potential exposure to Covid 19 and other communicable diseases to themselves and family members and friends. With those risks in mind, Student assumes those risks.

Consent

I, _____, consent to the participation of Student _____, in the activity of dance instruction and related activities and agree on behalf of the above student to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of _____.

Release of Name or Likeness

I hereby grant the right to SBA and/or FBT to use name, voice, likeness, photograph, video tape of the dancer during classes, performance and any activities to use at any time in the future to exhibit for publicity and promotion. All materials will remain the property of SBA and/or FBT, and the dancer/student will not receive any compensation for use now or in the future.

Emergency medical treatment release

In the event of an accident or emergency and I am unreachable, I hereby authorize my child(ren) to be transported to a hospital for medical treatment and I hold SBA and FBT and its representative harmless in the execution of such. Additionally, I hereby agree to individually provide for all medical expenses which may be incurred by me or my child(ren) as a result of any injury sustained while participating at or for SBA and/or FBT.

Applicable Law

Any legal or equitable claims that may arise from participation in the above shall be resolved under California law.

No Duress

I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

Arm’s Length Agreement

This Agreement and each of its terms are the product of an arm's length negotiation between the parties entered into during a pandemic era and I agree that I am aware of the current pandemic status in Orange, California and have affirmatively chosen to enter into this Agreement with the intention of providing SBA and FBT with the broadest possible protection against any claim whatsoever arising from my student’s participation in dance instruction and related activities with SBA and/or FBT. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

Enforceability

The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. I affirmatively waive the right to a jury trial to resolve a dispute.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association with an Orange County, California based Mediator and/or Arbitrator and with a hearing venue in Orange County, California. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY AND WILLINGLY SURRENDER CERTAIN LEGAL RIGHTS IN EXCHANGE FOR MY CHILD BEING ABLE TO PARTICIPATE IN DANCE INSTRUCTION AND RELATED ACTIVITIES.

Dated: _____

Signature: _____