

**ELITE DANCE PRODUCTIONS PARTICPATION WAIVER AND RELEASE  
ACCEPTANCE OF RISK/WAIVER AND RELEASE OF LIABILITY/APPEARANCE AGREEMENT**

This form must be filled out by each participant and each participant's parent or legal guardian if the participant is under 19.

\_\_\_\_\_  
Participant's Name / \_\_\_\_\_  
Name(s) of Parent(s)/Legal Guardian(s)

\_\_\_\_\_  
Participant's Birth Date          Participant's Age          Dance Studio          Initial Event Date

\_\_\_\_\_  
Participant's Address          City          Province          Postal Code          Participants' Cell Phone          Participant's Home Phone

\_\_\_\_\_  
Parent/Guardian's Address          City          Province          Postal Code          Parent/Guardian's Cell Phone          Parent/Guardian Home Phone

\_\_\_\_\_  
Email Address of Participant (required, if participant has an email address)          Email address of Parent/Guardian (required)

I, the participant, have elected, on a voluntary basis, and, if I am under the age of 19, with the acknowledgment and permissions of my parent(s)/legal guardian(s) [Parent], to participate in dance and other athletic performance-related activities [Activities] for which I am registered with Elite Dance Productions, which may include, without limitation, participation in the Elite Dance Productions competition. I and my parent hereby represent and warrant that:

- (1) I am aware that participation in the Activities present certain risks (including, without limitation, brain injury, severe bodily harm and/or death) and I am aware that equipment problems and human error can contribute to or cause such injuries;
- (2) I am aware that my risk of injury may be increased if I suffer from conditions that may be affected by physical exertion, and I represent and warrant that I am in good health and do not suffer from any such condition(s) (including but not limited to neck, back, heart problems and pregnancy);
- (3) No representations of any kind have been made to me by Elite Dance Productions or its employees or personnel with regard to my ability to participate in the Activities; and
- (4) My participation in the Activities is not employment and is not subject to any union or collective bargaining agreement, and does not entitle me to wages, salary, corporate benefits, unemployment or workers' compensation benefits, or other compensation.

I knowingly and voluntarily assume all risks associated with the Activities, and I and my Parent unequivocally agree to incur and assume such risks as a condition to my participation in the Activities. I represent and warrant that I have reviewed this waiver with my Parent and I have obtained the permission of my Parent to enter into this waiver, as evidenced by my Parent's signature below. I and my Parent agree and acknowledge that this waiver is applicable to all competitions and all Activities in which I participate at any time, and is a perpetual waiver for all such events and Activities.

I and my Parent agree and acknowledge that I may only attend events under the supervision of a chaperone who is at least 19 years of age, that such chaperone is responsible for supervision at all times, and that Elite Dance Productions is not responsible in any way or to any extent for supervision of me or for my welfare during my attendance at events, competitions and participation in Activities.

I understand that Elite Dance Productions from time to time produces audio-visual programs, promotions, and other materials relating to its events. I and my Parent hereby grant Elite Dance Productions and its agents, successors, assigns and licensees the perpetual right to use my name, likeness, biographical information, photographs, voice, personal characteristics, and other personal identification (collectively "Likeness") in any digital, videotape, sound and audio-visual recordings in any way, in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in productions and in connection with the advertising and promotion of productions and/or Elite Dance Productions, provided that Elite Dance Productions is under no obligation to exercise any of the foregoing rights.

In order to induce Elite Dance Productions to register the participant in Elite Dance Productions events and competitions and in consideration for the participant's opportunity to participate in the Activities, I and my Parent hereby waive all claims (past, present, or future) release and discharge, and covenant not to take legal action of any kind and agree to indemnify and hold harmless Elite Dance Productions and all of its sponsors and advertisers, all venues at which the competitions are held, all other persons or entities connected with the competitions, the respective parents, subsidiaries, affiliated representatives and members and each of their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, licensees and assigns (individually and collectively, the "Releasees"), in advance from and against any and all liability, loss, cost, damages, expense, claims, demands, actions, judgments and executions (individually and collectively "Claims") which I and my Parent, and my Parent's heirs, representatives, administrators, executors and assigns, ever had, now has, or may have in the future, known or unknown, for loss or injury including, without limitation, personal injuries, bodily injuries, death, lost wages, loss of employment, infliction of emotional distress, and/or damage of property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the participant's participation in the Activities and competitions and/or presence at the events and competitions, including, without limitation, claims arising from any defect or failure in or of equipment, venues, warnings, instructions, or otherwise, and/or arising from the Releasees' or any third parties' negligence or carelessness and/or the use of my Likeness, including but not limited to defamation, invasion of privacy, copyright or trademark infringement. I and my Parent shall not be entitled for any reason to terminate or rescind this waiver.

**IN CASE OF EMERGENCY**, I and my Parent authorize Elite Dance Productions and their agents, employees, representatives and contractors, to arrange for and provide such medical assistance to me as any of them deems necessary, and authorize any physician, other medical or paramedical provider, and any medical facility to provide medical or surgical care, including without limitation anesthetization and hospitalization, which any of them may determine to be necessary or advisable, pending receipt of a specific consent from me. If my condition renders me incapable (as determined by Elite Dance Productions and/or medical provider) of providing a specific consent at the time that any medical provider present determines any treatment to be necessary and/or advisable in such the medical provider's sole discretion, I and my Parent authorize such provider to administer such treatment without the need for further consent. I and my Parent acknowledge that I will be responsible for paying for any medical treatment that I may receive as a result of injuries or illness suffered by my attendance and/or participation in the competition and Activities.

This waiver shall be interpreted under the laws of Nova Scotia and Canada. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any of the remainder of this waiver, which shall be enforced to the maximum extent permitted by law.

**There will be no refund under any circumstances.**

**I and my Parent acknowledge that I and my Parent have read every paragraph of this waiver and understand each paragraph completely.**

**I and my Parent freely and voluntarily agree to all of the terms contained herein and understand that I and my Parent are giving up certain legal rights.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**If participant is under 19:** I represent and warrant that I am the Parent of the participant whose name appears above. I have read the foregoing waiver and accept all of its terms and conditions.

Signature of Parent: \_\_\_\_\_ Date: \_\_\_\_\_