

## TERMS AND CONDITIONS

"Colorado Springs Dance Theatre" as used throughout these terms will be deemed to include, without limitation: the organization, its subsidiaries, affiliates, successors and/or assigns, judges, third-party adjudicators and any or all of Colorado Springs Dance Theatre's officers, directors, board members, agents, committee members, contractors, volunteers, and employees. "Participant" as used throughout these terms will be deemed to include, without limitation: (1) the Participant; and (2) the Participant's parent or guardian; and (3) all of their respective heirs, assigns and personal representatives. By participating in the competition/master class, Participant agrees to all terms and conditions including Photo/Video Waiver and Release and Indemnification and Medical Release.

### Photo/Video Waiver and Release:

By participating in the competition/master class, the Participant grants Colorado Springs Dance Theatre the right to take photographs and/or video of the Participant in connection with the scholarship competition or master class. The Participant further authorizes Colorado Springs Dance Theatre to copyright, use, and publish the same in print and/or electronically. Participant authorizes Colorado Springs Dance Theatre to use such photographs/video with or without Participant name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content.

### Indemnification and Medical Release:

1. The Participant understands that as in all athletic endeavors there are risks in and around the competition/master class including but not limited to injury, sickness and in some cases death. The Participant agrees to assume any and all risks arising out of or related to the competition/master class, including, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, collisions with people or stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person while participating in this named event.
2. The Participant hereby releases and forever discharges Colorado Springs Dance Theatre from any and all liability, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees and/or any other legal, equitable or administrative actions or proceedings whatsoever, known or unknown, accrued or un-accrued, arising out of or related to this agreement, the Participant or the Participant's involvement in the competition/master class, including without limitation, those based on death, physical or emotional injury, property damage, libel, slander and invasion of privacy.
3. The Participant hereby agrees to indemnify, defend and hold Colorado Springs Dance Theatre harmless from, any and all liability, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses,

attorneys' fees and/or any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant or the Participant's involvement in the competition/master class, including but not limited to, any challenge by the Participant to this Agreement or any provision thereof, legal or otherwise, or any suit, action or proceeding brought by the Participant.

4. The Participant agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the competition/master class, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from the competition/master class, being present in any facility at which the competition/master class is held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

5. The Participant, or the Participant's parent or guardian, authorizes Colorado Springs Dance Theatre to transport or authorize transportation of the Participant to a medical facility and/or hospital and for Colorado Springs Dance Theatre to authorize emergency medical treatment to the Participant. The Participant agrees to pay any and all medical bills that arise from participation in the competition/master class, including any medical treatment, transportation, or hospitalization Colorado Springs Dance Theatre orders on behalf of the Participant.

6. This Agreement shall be enforced and interpreted under the laws of the hosting country. Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected.

Printed Name of Participant(s) if different from signatory:

\_\_\_\_\_

I (print name) \_\_\_\_\_ certify that I am (INDICATE ONE)  
( ) the Participant at least 18 years old or ( ) the Legal Parent/Guardian of the Participant(s). I  
certify that I have read and agree to all terms of this MASTER CLASS PARTICIPANT AGREEMENT,  
including but not limited to the "PHOTO/VIDEO WAIVER AND RELEASE" and "INDEMNIFICATION  
AND MEDICAL RELEASE."

Signature: \_\_\_\_\_ Date \_\_\_\_\_