



RELEASE WAIVER FORM

Please print all information legibly & fill out form completely.

EVENT NAME: _____

NAME OF PARTICIPANT ("you")

NAME OF PARENT OR LEGAL GUARDIAN (IF UNDER 18)

PHONE NUMBER

EMAIL

ADDRESS

CITY

STATE

ZIP

EMERGENCY CONTACT

EMERGENCY PHONE NUMBER

Participation. By signing this Release Waiver Form ("Agreement"), you are agreeing to participate in a rehearsal, audition, class, workshop, or special filmed event ("Event/s") being offered by Choreographer/Teacher and Starwest Studios, Inc. (collectively, the "Parties", "us", "we", "our") at 2010 N. Hollywood Way, Burbank, California 91505 (the "Premises"). We reserve the right, in our absolute discretion, to refuse admission to any person and/or to eject any person from the Premises if we consider that person's behavior or conduct is causing, or is likely to cause, damage, injury, nuisance, danger or distress to others or who fails to follow the Event's rules or directions. To help ensure a safe environment, we ask you to be vigilant and report any suspicious behavior. We reserve the right to request to see the contents of anyone's pockets, bags, backpacks, or the like at any time for weapons or contraband and refusal or failure to cooperate with such request may result in non-entry or ejection from the Premises. No food or drink (other than water), illegal substances or alcohol, and no weapons of any kind are allowed on the Premises. Children under 14 must be accompanied and supervised by an adult and this Agreement must be signed by a parent or legal guardian of any attendee under 18. Wristbands are often used for access to an Event. If we use them, do not remove or transfer them from your wrist during the Event. We are not responsible for lost, stolen, or removed wristbands and it is your responsibility to keep your personal possessions safe at all times during the Event. We are not liable for the loss, damage, or theft of any of your personal possessions.

Media Release. You hereby consent to the recording of your child (if attendee is under 18 years of age) and your own physical likeness and/or voice and any personal "branding" through mechanical, photographic, technical, digital, electronic, or other means ("Recordings") by the Parties and their authorized designees. You understand that such Recordings may include your name, image, branding, voice, likeness, and actions and that we own all right, title, and interest in and to the Recordings and therefore we do not require prior or any additional approval by you to use such Recordings. You understand and consent that such Recordings may be used and exploited by us for commercial, educational or entertainment purposes on our websites and social media platforms and through other digital platforms and electronic media without limitation now known or hereinafter devised in perpetuity and throughout the world. This consent applies to all such Recordings collected at any time and from any of our Events attended by you (and your children, as applicable) and we have the right to assign, transfer, convey, license, and/or sell the ownership rights of the Recordings at our sole discretion. Unless otherwise specified under separate agreement, no payment or compensation for use of the Recordings of you shall be payable to you. You may not use, manipulate, or illegally overlay any of our published content with non-licensed or non-royalty-free music, or you shall assume all responsibility, liability, and any Claims (as defined herein) related thereto, and you hereby release and hold us and our Releasees harmless from all such Claims.

General Release; Indemnification; Governing Law. You hereby agree to release, waive, discharge from liability and covenant not to bring any legal action against the Parties and their officers, directors, shareholders, agents, contractors and representatives ("Releasees") for any reason or claim associated with Events, and you hereby agree to defend, indemnify, and hold harmless the Parties and their Releasees from any and all third party claims, demands, costs, expenses, fees (including, attorneys' fees and related litigation costs), damages, liabilities, losses, injuries, liens, taxes, interest, judgment, causes of action, and/or penalties ("Claims"), which may be brought by such third party in connection with: (a) you or your child's attendance or participation at Events; (b) bodily injury, death or loss of or damage to real or tangible personal property to the extent that such Claims were alleged to have been proximately caused by any negligent act, omission or willful misconduct of the Parties arising from or in connection with Events; and (c) the condition, maintenance, supervision, or security of the Events or the Premises. You may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on us or diminishes our rights, without obtaining our express prior written consent which shall not be unreasonably withheld or delayed. You further agree that if you are involved in any such Claim for any reason, it shall be governed by the laws of the state of California without giving effect to its conflict of laws principles and conducted within Los Angeles County and will be settled by arbitration. JAMS shall administer the arbitration pursuant to its Comprehensive Arbitration Rules and Procedures and such settlement shall be final, irrevocable, and binding. Each party to the arbitration shall pay its pro-rata share of the expenses and fees during the arbitration process. The decision of the arbitrator may be entered as a judgment and shall be enforceable by any court having jurisdiction over the applicable party. The arbitrator's authority to resolve and make written awards is limited to Claims between the parties alone. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, ARISING HEREUNDER OR DELIVERED IN CONNECTION HERewith WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. This section shall survive the expiration or termination of this Agreement.

Medical Release. You acknowledge and agree that participating in any of our Events may subject you and/or your child (as applicable) to the risk of physical illness or injury (minimal, serious, catastrophic and/or death). You acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that you or your child possess, whether known or unknown, which might contribute to or exacerbate any injury you or your child might sustain as a result of participating or attending Events. You acknowledge that you and/or your child (as applicable) are covered by your own accident and health insurance and are voluntarily assuming the risk of such illness or injury by freely participating in such Events. In the case of such illness or injury, you authorize us to obtain necessary emergency medical treatment for you and/or your child and hereby release and hold harmless Releasees in the exercise of this authority. You further agree that you will be solely responsible for all medical and related bills incurred by you and/or your child (as applicable) for any illness or injury that may occur during any of our Events or while traveling to and from such Events including, but not limited to, emergency care, hospitalization, out-patient care, and/or physical therapy.

I (as Parent or Legal Guardian of participant if under 18 years of age, if applicable) hereby warrant that I have read this Agreement and understand its contents in its entirety. I am aware of the risks of injury or illness as well as a release and consent to use all captured audio/visual Recordings. I sign this Agreement voluntarily and of my own free will.

Signature of Participant; Parent or Legal Guardian (If participant is under 18 years of age)

X

Date: _____

Print Your Name _____ Print Your Child's Name if Applicable _____