

TERMS AND CONDITIONS OF PARTICIPATION

In consideration of participation in and use of instruction and/or the facilities of the Corvallis Academy of Ballet, including, without limitation ballet and dance classes, instruction, practice or performances (collectively, the "Activity"), the undersigned individual on my own behalf, or on behalf of the (the "Student"), agree as follows:

1. **Assumption of Risks:** I understand and agree that participation in the Activity involves a range of risks including, without limitation: (1) minor injuries such as scratches, bruises, and sprains; (2) major injuries such as broken bones, joint or back injuries, heart attacks, and concussions; and (3) catastrophic injuries including paralysis and death. I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME THESE AND ALL OTHER RISKS OF PARTICIPATING IN THE ACTIVITY.

2. **Waiver of Liability and Release:** I hereby release and discharge Megan L. Skinner, LLC, dba Corvallis Academy of Ballet ("Academy"), its members, employees, agents, officers, and directors for any and all claims, demands, causes of action, damages, loss of services, costs and expenses in any way resulting from any and all injury to person or property arising directly or indirectly out of my or the Student's participation in the Activity, including any negligence on the part of the Academy or its employees or agents.

3. **Indemnification and Hold Harmless:** I agree to indemnify and hold forever harmless the Academy, its members, employees, agents, officers and directors from any and all injuries, damages, costs, attorney's fees whatsoever which may arise out of my or the Student's participation in the Activity, including without limitation any negligence on the part of the Academy or its employees or agents and any negligence on the part of third parties.

4. **Fitness to Participate:** By participating in the Activity, I agree that I am or the Student is fit and able to participate in such activities and that neither the Student nor I have any medical condition that prevents participation in the Activity. **The faculty of Corvallis Academy of Ballet recommends that all students enrolled in Levels IV, V, VI, undergo a physical exam before starting classes in September, to ensure that the student is healthy enough and strong enough for the extreme physical demands their training will place on their bodies, as well as screening for any pre-existing physical conditions that may put the student at risk for injuries.*

5. **Consent to Medical Care:** I consent to and authorize the Academy and its representatives to obtain any necessary medical treatment or hospitalization or such other care necessary for my or the Student's health and welfare, and the undersigned agrees to be responsible for and pay the costs of such medical treatment or hospitalization and to hold harmless the Academy.

6. **Consent to Use of Photos and Video:** I authorize the Academy to use photos, videos, images and voice recordings in which I or the Student appears, for Academy publicity, promotion, and advertising, including internet.

7. **Binding Nature and Severability:** This agreement shall be binding on the heirs, successors, assigns, guardians, conservators, and personal representatives of the Student and the undersigned. I further expressly agree that the terms of the foregoing agreement are intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. **Acknowledgment:** I have read the foregoing agreement and acknowledge that the provisions are contractual and not a mere recital, and I UNDERSTAND THAT I AM BOUND BY THE TERMS HEREOF BY PLACING MY SIGNATURE BELOW. I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT AND AGREEING TO THESE TERMS, I AM GIVING UP SUBSTANTIAL RIGHTS AND AM DOING SO FREELY WITHOUT INDUCEMENT OF ANY KIND.

Student Name _____

Signature _____
(of Student or Parent or Guardian if Student is under 18)

Date: _____

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