

RELEASE OF LIABILITY

A. General Waiver of Liability

I hereby release, indemnify and hold harmless Boise Conservatory of the Arts, LLC, DBA Echo School of Dance ("Company"), its owners, members, advisors, and all employees and agents of these parties from all liabilities, suits, claims and/or demands of any kind or nature, legal or financial, whether caused in any way by the negligence or not, arising from the participation in or observation of any Company activity for injuries to any person or property, whether on or off the premises. The Participant named below does voluntarily participate in any and all Company activities and that the student/participant and I understand that certain risks are inherent to and from participation and involvement with Company and in its various formal and informal activities. These activities include but are not limited to dance and other physically strenuous exercise and related workouts and performances. I agree to assume full responsibility for and risks, injuries, or damages that might occur as a result of participating in activities sponsored by the Company. The Company is not responsible for any lost or stolen property, at any time. Anyone found to be violating any of the rules, codes of conduct, or found to be disruptive to either another individual or group may be asked to leave the premises or off-site location at any time and be refused reentrance without any full or partial refund.

B. Medical Release

As the Participant or parent/legal guardian of the Participant named below, I request and authorize that in my absence the participant be admitted to any hospital or medical facility for diagnosis and treatment even if I have not been contacted prior to admission. I request and authorize physicians, dentists, and staff, duly licensed as Doctors of Medicine/Osteopathy or Doctors of Dentistry or other such licensed technicians or nurses, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the Participant named below. I have not been given any guarantee as to the results of examination or treatment. I hereby authorize Boise Conservatory of the Arts LLC, DBA Echo School of Dance, its owners, members, and all employees and agents of these parties to act for the Participant named below according to their best judgment in providing or arranging for emergency care in any emergency circumstance requiring medical attention.

C. Photo Release

I hereby understand and am fully aware that the Participant named below may be participating in Boise Conservatory of the Arts, LLC, DBA Echo School of Dance ("Company") activities in which I and/or the Participant named below may be photographed or videotaped from time to time. All photographs, videotapes, and other recordings of images of Company activities is Company property ("Property"), regardless of place, type, timing, or length of performance or the kind technology relied upon to capture or record the activity. I hereby irrevocably grant to Company perpetually, exclusively, and for all media throughout the world (including print, non theatrical, home video, DVD, CD-ROM, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs, sound bites or video footage taken as a result of participation in Company activities. I hereby agree that I will not bring or consent to others bringing claim or action against the Company on the grounds that anything contained in the Property, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on me or the Participant named below, violates any other right whatsoever, including, without limitation, rights of privacy and publicity. I hereby release the Company, its owners, members, and all employees and agents of these parties from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that I may hereafter have against the Company in connection with the Property. This agreement shall not obligate the Company to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property. The Company shall have the right to assign its rights hereunder, without my consent, in whole or in part, to any person, firm, corporation or organization.

I have read and agree to:

(Please Initial)

A. General Waiver of Liability _____

B. Medical Release _____

C. Photo Release _____

FOR GOOD CONSIDERATION, the undersigned jointly and severally hereby forever release, discharge, acquit, and forgive Boise Conservatory of the Arts, LLC, DBA Echo School of Dance from any and all claims, actions, suits, demands, agreements, and each of them, if more than one, liabilities, judgments, and proceedings both at law and in equity arising from the beginning of time to the date of these presents.

This release shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Participant Name _____

Participant Signature (or Parent/Legal Guardian if under 18)

_____ Date _____