N-HOUSE PRODUCTIONS, LLC D/B/A THE COMMERCIAL DANCE INTENSIVE

PARTICIPANT WAIVER AND RELEASE STATEMENT

ACCEPTANCE OF RISK/WAIVER AND RELASE OF LIABILITY/PHOTO RELEASE AGREEMENT

I (“I”, “me”, “Participant”), have elected, on a voluntary basis, and, if I am under the age of 18, with the acknowledgement and permission of my parents or legal guardians (individually and collectively referred to herein as “Guardian”), to participate in dance and other athletic performance-related activities (individually and collectively “Activities”) for which I am registered with N-House Productions, LLC (“Company”), which includes participation in The Commercial Dance Intensive. I and my Guardian hereby represent and warrant that: (a) I am aware that participation in the Activities presents 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. (b) 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); (c) no representations of any kind have been made to me by Company or Company’s employees or personnel regarding my ability to participate in the Activities; and (d) 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 worker’s compensation benefits, or other compensation. I knowingly and voluntarily assume all risks associated with the Activities, and I and my Guardian 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 (“Waiver”) with my Guardian and I have obtained the permission of my Guardian to enter into this waiver, as evidenced by my Guardian’s signature below. I and my Guardian agree and acknowledge that this Waiver is applicable to all N-House Productions events and all Activities in which I participate at any time, and is a perpetual Waiver for all such Events and Activities.

I understand that Company produces audio-visual programs, promotions, social media posts, newsletters, and website updates during and relating to The Commercial Dance Intensive. I and my Guardian hereby grant Company 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”) and any other digital, videotape, sound and audio-visual recordings in any way (collectively “Recordings”) 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 Company, provided that Company is under no obligation to exercise any of the foregoing rights.

In order to induce Company to register Participant in The Commercial Dance Intensive and in consideration for Participant’s opportunity to participate in the Activities, I and my Guardian hereby waive all claims (past, present, and future) release and discharge, covenant not to sue, and agree to all indemnify and hold harmless Company and all of its sponsors and advertisers, all venues at which The Commercial Dance Intensive is held, all other persons and entities connected with The Commercial Dance Intensive, the respective parents, subsidiaries, affiliated entities, licensees, successors and assigns of each of the foregoing, and each of their respective directors, employees, contractors, representatives and members, and each of their respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors and assigns (individually and collectively, the “Releasees”), in advance from and against any and all liability, loss, cost, damages, expense, claims, demands, actions, judgements and executions (individually and collectively, “Claims”) which I and my Guardian, and my an my Guardian’s heirs, representatives, administrators, executors, and assigns (the “Releasing Parties”), ever had, now has, or may have in the future, known or unknown, for loss or injury including, without limitation, personal injuries, bodily injury, death, lost wages, loss of employment, infliction of emotional distress, and/or damage to property (real or personal) in any way caused by, related to, or arising out of, directly or indirectly, the Releasing Parties’ participation in the Activities and/or presence at The Commercial Dance Intensive, 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, infringement of rights of publicity, misappropriation, false light, copyright or trademark infringement.

**IN CASE OF EMERGENCY,** I and my Guardian authorize Company and Company’s agents, employees, representatives, and contractors, to arrange for or 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. I and my Guardian acknowledge that I will be responsible for paying for any medical treatment that I may receive as a result of injuries or illness suffered during my attendance and/participation in the Event and Activities.

I and my Guardian acknowledge that I and my Guardian have read every paragraph of this Waiver and understand each paragraph completely. I and my Guardian freely and voluntarily agree to all the terms contained herein and understand that I and my Guardian are giving up certain legal rights.

**If Participant is under 18:** I represent and warrant that I am the parent or legal guardian of the minor whose name appears above. I have read the foregoing Waiver and am satisfied that the Waiver is fair and equitable, and I hereby give my express consent to its execution by my child and will not revoke my consent at any time.

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Dancer Name/Age

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Parent/Guardian Name if dancer is under 18

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Dancer or Parent/Guardian Signature if under 18

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Emergency Contact Name/Cell

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