

Ashkenazy CLASSICAL BALLET

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in dance (whether joining online classes or in-person) (the "Activity"), and as consideration for the right to participate in the Activity, I/my child hereby, for myself/my child, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet, their affiliates, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I/my child may suffer as a direct result of participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I/my child agree to indemnify and hold harmless Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by you or anyone on your behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by you or by anyone else acting on your behalf. If Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet incurs any of these types of expenses, I/my child agree to reimburse. I/my child acknowledge that Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet and their officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet.

I/my child acknowledge that I/my child have carefully read this "WAIVER AND RELEASE" and fully understand that it is a release of liability. I/my child expressly agree to release and discharge Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I/my child agree to voluntarily give up or waive any right that I/my child otherwise have to bring a legal action against Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet for personal injury or property damage. In the event that any damage to equipment or facilities occurs as a result of my/my

child or my family's willful actions, neglect or recklessness, I/my child acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I/my child and Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited. I certify that I/my child suffer under no legal disabilities and that I have read the foregoing release, authorization and agreement, before affixing my signature below, and warrant that I fully understand the contents thereof.

I am not aware of any medical condition I have/my child has that should preclude me/my child from participating in dance/ballet/partnering activities. I understand there is a definitive risk of injury associated with dancing/ballet/partnering, and that such injuries include, but are not limited to bruises, dislocations, broken bones, torn or damaged muscles and ligaments, paralysis, and even death. I understand that such injuries may be caused in whole or in part by myself, or by the actions or inactions of other students or instructors. In consideration of being accepted for dance instruction by Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet, I/my child agree to all of the following, which shall bind me/my child, and also my heirs, assigns executors, and administrators:

- a. I/My child agree(s) to immediately stop performing any activity if I/they feel any pain, dizziness, light-headedness, or any other symptoms, and to immediately report those symptoms to the instructor. I/they also agree to carefully follow the instructors' directions, to ask for additional directions if I/they do not understand any particular activity, and to immediately stop any activity which I/they believe I am/they are not competent or confident enough to perform.
- b. To the fullest extent permitted by law, I agree and represent that I assume the risk and responsibility for any and all injuries to myself/my child that I/they sustain while performing any dance/ballet/partnering activities, including any and all costs and damages that are a consequence of such injuries, and whether such injuries, costs and damages were caused in whole or in part by the Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet for students, or instructors, or the Artistic/Program Director.

I have fully read and agree to all of the above, and I make this agreement and the representations herein in order to induce Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet to accept me/my child as a student for dance instruction.

Name of Minor (if applicable): _____

Signature of Parent/Participant: _____

Date: _____

LIMITED USE PHOTOGRAPHIC AND VIDEO RELEASE

For, and in consideration of, my/my child's engagement as a student/model by Elesia Chéree Ashkenazy/Ashkenazy Classical Ballet – (hereafter referred to as “the School”), on terms hereinafter stated, I hereby give the School, their legal representatives and assigns, those for whom the School is acting, and those acting with their permission, the right to copyright and/or use, reuse and/or publish, and republish the photographic pictures and/or video of me/my child taken during the course of my/my child's study at the School or at any School performances. I hereby waive any right to inspect or approve the finished photograph(s) and/or videos prior to publication. I hereby release, discharge and agree to hold harmless the School, their representatives, assigns, or any other person or persons, corporation or corporations, for whom they might be acting, including any firm publishing or producing and/or distributing the finished product, in whole or in part, from and against any liability as a result of its publication or distribution of the same.

Name of Minor (if applicable): _____

Signature of Parent/Participant: _____

Date: _____