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Participant Waiver & Release of Liability

<u>Statement of Policies</u>

A Waiver and Statement of Policy for ENCORE Performing Arts Center, LLC (Hereby known as ENCORE) is automatically accepted for each participant, upon attending and/or registration for classes, workshops, camps, events and any activity hosted by and/or at the location of ENCORE Performing Arts Center.

Fees/Tuition

Registration, tuition, workshop, event fees and the like may apply, see our website at www.encorepacnw.com for financials, guidelines and policies dependent upon the activity.

<u>Assumption of Risk</u>

I, or the Parent/Guardian of a minor, am fully aware and understand there are risks and dangers associated with participating in any and all classes, programs, shows and events offered by or attended by ENCORE Performing Arts Center, LLC, which may include but are not limited to those of bodily injury and partial or total disability. I understand that these risks and dangers may be caused by the negligence of the participant or the negligence of others. I accept and assume such risks and responsibilities I hereby agree not to sue, and to waive, release and forever discharge any and all rights and claims for damages, however caused or alleged to be the cause in whole or in part, which may arise now or in the future against ENCORE and its officers, directors, employees, sub-contractors, faculty and/or other assigned representatives or volunteers from any and all liability for any and all damages and/or injuries which may be sustained or suffered by the participant on this Waiver and Statement of Policy, while participating at or with ENCORE.

I understand that I have enrolled myself or child in a program of physical activity at ENCORE. I realize that as a participant I am under no pressure to physically exert myself beyond my capacity and I take responsibility to use personal judgment concerning the degree of participation in all of my activities. I understand the nature of the activities and that I or child is qualified, in good health, and in proper physical condition to participate in such activities.

I understand that ENCORE is not responsible for my child or other children under my supervision who are left unsupervised in the common areas and areas surrounding ENCORE including but not limited to the parking areas and property boundary, and that ENCORE will only be supervising my child when he/she is participating in scheduled activities, programs or instruction. Furthermore, I agree to take full responsibility for myself and child's behavior in addition to any damage I/my child may cause to the facilities of ENCORE.

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Participant Waiver & Release of Liability Continued:

Photos, Videos, Audio and Likeness

I am completely aware that photos, videos, and/or audio recordings may be captured before, during or after classes, events, competitions, battles, and other performing art center related events. I hereby grant permission to ENCORE Performing Arts Center, LLC to utilize myself and/or child(ren)'s name, voice, and likeness without additional compensation or consideration, notification, or permission. I hereby waive any right that I or my child(ren) may have to inspect or approve any finished product (including, but not limited to any blog, brochures, videos, slideshows, websites, social media and/or other materials.) I release ENCORE Performing Arts Center, LLC, its members, faculty, and staff from any and all liabilities, claims, and demands incurred while participating and/or performing in this exposure. All photographs/videos are copyrights of ENCORE Performing Arts Center, LLC.

Medical/Dental Emergencies

I authorize ENCORE and its officers, directors, employees, sub-contractors, faculty and/or other assigned representatives or volunteers to use standard first-aid procedures on participant or myself and consent to any other medical/dental procedure that is deemed necessary in the case of an emergency. I give my permission for ENCORE, its officers, directors, employees, sub-contractors, faculty and/or other assigned representatives or volunteers to take myself or child to a medical/dental facility, if necessary. In case of emergency, if none of the contacts on file can be reached, I hereby give my consent for emergency medical care prescribed by a duly licensed Doctor of Medicine or doctor of dentistry. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of the participant. Furthermore, I certify that I personally will be responsible for all expenses which are incurred in relation to any injury sustained during any class, program, show, or event offered by or attended by ENCORE Performing Arts Center, LLC.

<u>Agreement to:</u>

I have carefully read and understand ENCORE Performing Arts Center Waiver and Statement of Policy and agree to abide by the terms and conditions therein. I intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I certify that I am of lawful age and competent to sign, and that I am authorized to sign this Waiver and Statement of Policy. If I am signing this Waiver and Statement of Policy for a child, I certify that I am the Parent/Guardian of the participant listed. ENCORE is not held responsible for any other adult (caregiver, nanny, grandparent, etc.) who signs this Waiver and Statement of Policy for a patron/student who is not their Parent/Guardian.

Name:	Signature:

Minor Name ((if applicable):
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Date:_____