

Bayer Ballet Academy

2028 Old Middlefield Way, Mountain View, California 94043

(650) 988-9971 | info@bayerballetacademy.com | bayerballetacademy.com

Assumption of Risk, Release and Waiver of Liability

Bayer Ballet Academy, Inc., its affiliated entities, agents, employees and contractors, will be referred to as BAYER BALLET ACADEMY.

ASSUMPTION OF RISK

I, _____, am not a minor and I understand that by being a participant in BAYER BALLET ACADEMY school activities, that:

A. I will have the opportunity to participate in various activities, including dance classes, workshops, rehearsals and performances, held at BAYER BALLET ACADEMY School. I will receive information and instruction about dance and other related activities. I understand that by participating in any of these activities, that I may be subjected to a variety of hazards and risks, foreseen or unforeseen, which may cause me to suffer property damage, injury or death ("DAMAGES"). I know that these DAMAGES can occur due to natural causes, the active or passive negligence of BAYER BALLET ACADEMY, or the negligent or intentional acts of third parties and/or fellow participants. I understand that I should therefore exercise extra care for my own person. I choose to participate in BAYER BALLET ACADEMY School activities, agree to pay the required costs therefore, and voluntarily assume the risks of such DAMAGES occurring while I am participating in BAYER BALLET ACADEMY School activities.

B. BAYER BALLET ACADEMY may at times deliver participants to various third parties, who are not BAYER BALLET ACADEMY employees, who will conduct, supervise, guide or instruct participants in various activities. BAYER BALLET ACADEMY assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Participants concerns regarding the qualifications of any third parties conducting these activities should be directed to the third parties. Participant agrees to release, indemnify and hold harmless BAYER BALLET ACADEMY for liability for DAMAGES arising out of negligence of such third parties.

C. I recognize that dance and all related activities require intense physical exertion that may be strenuous and may cause physical injury and therefore involve unique risks of DAMAGES, and I am fully aware of the risks and hazards involved. I understand the nature of Marley floors, mobile floor bars and other dance equipment, and the consequences of wearing ballet slippers, pointe shoes, socks or bare feet and other related dance footwear, and I accept full responsibility for my own choice of footwear. I am satisfied with the condition of BAYER BALLET ACADEMY School's facilities and hereby assume all the risks inherent in the activities there. I voluntarily assume the risks of any and all DAMAGES I may incur at BAYER BALLET ACADEMY School, unless such DAMAGES are directly related to the negligent operation of the facilities by BAYER BALLET ACADEMY.

RELEASE AND WAIVER OF LIABILITY

1. In consideration of being accepted by BAYER BALLET ACADEMY to participate in any activity, I hereby agree to hold BAYER BALLET ACADEMY, its employees, agents, contractors or owners, harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my BAYER BALLET ACADEMY School activity. The terms of this agreement shall also serve as release and assumption of risk from my heirs, executors and administrators for all members of my family.

2. I further agree that this RELEASE and ASSUMPTION OF RISK AGREEMENT and WAIVER OF LIABILITY is intended to be as broad as permitted under California law, and that if any portion thereof is held invalid, it is agreed that all other portions shall continue in full legal force and effect.

I HAVE READ AND UNDERSTOOD THE ABOVE AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT.

IF THE PARTICIPANT IS A MINOR, THIS DOCUMENT IS TO BE SIGNED BY THE MINOR'S LEGAL GUARDIAN. BY SIGNING BELOW THE MINOR'S LEGAL GUARDIAN INDICATES THAT HE OR SHE UNDERSTANDS THAT "I" ABOVE REFERS TO BOTH HIM OR HER AND THE MINOR.

Parent/Guardian Signature: _____ Date: _____

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Medical Information

Medical Information

Name of Policy Holder: _____

Health Plan/Insurance Company: _____ Policy Number: _____

Primary Care Physician: _____ Phone Number: (____) _____

Pertinent Medical Information (allergies, medications, etc): _____

Emergency Contact (other than parents): _____

Home Phone: (____) _____ Work: (____) _____ Cell: (____) _____

In the event that any serious injury shall occur involving the student, I wish for Bayer Ballet Academy supervisory personnel to take appropriate steps to notify me immediately, but if I am inaccessible for any reason, I authorize whatever medical attention is deemed appropriate for the student.

Parent/Guardian Signature: _____ Date: _____