



Brattleboro School of Dance

PARTICIPANT RELEASE & WAIVER OF LIABILITY

I choose to participate in classes, performances, workshops, and other activities at Brattleboro School of Dance of my own free will and certify that I am in proper physical condition to take part in such activities.

If I have questions about whether an activity is suitable for me to pursue, I will consult my health care provider in making that decision. If I have any known physical vulnerabilities, conditions, or injuries, I agree to discuss them with the director before participating.

Release

By signing this document, I release Brattleboro School of Dance and New England Dance Exchange and their directors, owners, students, teachers, staff, employees, volunteers, associates (collectively referred to in this document as "BSD") from any liability or claim that I or my representatives may have against BSD with respect to any bodily injury, personal injury, illness, death, or property loss or damage that may result from my participation at BSD.

I voluntarily release and forever discharge and hold harmless BSD from any and all claims or demands for damages, loss of services, costs and expenses, injuries, attorney fees, and any other call for reparation from any and all injury to me or my property arising in any way from my participation in dance classes, camps, intensives, workshops, performances, troupes, the use of BSD equipment or facilities, and any activities associated with BSD.

Risks

I understand that there are risks of physical injury associated with, arising out of, and inherent to dancing. These risks include the potential for slips and falls, sprains, strains, dislocations, soft tissue injuries, musculoskeletal injuries, podiatric conditions, and other risks not specified here.

Understanding these risks and the potential for others not listed, I agree to personally accept and assume all of the risks present in my participation at BSD. My participation at BSD is entirely voluntary, and I choose to participate in spite of the risks.

Dance education sometimes requires hands-on instruction as well as verbal instruction. Instructors may correct dancers by touching their arms, legs, feet, hips, back and head to move them in the correct position. I acknowledge that this is a common standard in dance instruction and understand that it is my responsibility to communicate clearly with my teacher and/or the director if any form of touch is unacceptable to me.

Medical Treatment and Insurance

I understand that BSD does not assume any responsibility for or obligation to provide financial or other assistance in the event of injury or illness, including but not limited to medical, health, or disability insurance or support.

I authorize BSD to obtain necessary medical or dental treatment, including first aid, ambulance transport, hospitalization, or such other care necessary for my health and welfare in an emergency. If my insurance does not cover emergency treatment that is deemed necessary and sought for me by BSD, I agree to be responsible for and pay all costs incurred on my behalf.

I release and discharge BSD from any claim which may arise on account of any first aid, treatment, or service rendered in connection with my participation in BSD activities or with the decision by any representative or agent of BSD to consent to medical or dental treatment on my behalf in an emergency.

I understand that BSD does not carry or maintain health, medical, dental, or disability insurance coverage for any participant. I agree to take responsibility for full payment of any emergency medical or dental costs related to my BSD participation regardless of whether I have insurance coverage.

Photographic Release

I understand that BSD may take photo and video recordings of me during my participation in BSD classes and activities. I convey to BSD full rights and interest in these recordings. I understand such recordings may be used in advertising or other published materials, physical or virtual.

If I do NOT consent to being photographed or video-recorded, I will make sure the director is aware of my concerns and the reasons for them, I will be proactive about avoiding being photographed or recorded, and I will hold BSD harmless if a photo or video recording of me is released despite all precautions. I understand that this choice may limit my participation in performances that are routinely photographed and/or videotaped.

Miscellaneous

While a participant at BSD, I agree to abide by any rules, codes, and policies that are put in place by BSD before or at any time during my participation. If I have questions or concerns regarding any policies or decisions made by any representative of BSD, I agree to bring them promptly and specifically to the director's attention.

If I file a lawsuit against BSD, I agree to do so solely in the state of Vermont and agree that the substantive law of Vermont shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Signature

All participants must sign a Signature page at the start of each dance year certifying that they have read this document, understand it in its entirety, and agree to be bound by its terms, before participating in classes.