

Parental/Guardian Permission, Waiver and Release of Liability Form

1. PERMISSION TO PARTICIPATE. I, the parent or legal guardian of the Vancouver Dance Theatre participant(s) hereby acknowledge and certify that MY CHILD(REN) ARE IN GOOD HEALTH AND HAS NO MEDICAL CONDITIONS (previous sickness, illness, disease or bodily injury) that preclude him/her from participating in vigorous physical activity. I HEREBY GIVE MY PERMISSION for him/her to participate in the 2021 season of the Nutcracker organized by The Vancouver Dance Theatre (VDT), including also, if necessary, transportation during, to and from such activities by a licensed driver with proof of insurance.

2. INTENT TO INFORM OF RISK. I acknowledge that I am fully aware of the risk of injury and the potential danger of participation in the activity or event related thereto is significant, including the potential for SERIOUS INJURIES, PERMANENT DISABILITY, PARALYSIS, OR EVEN DEATH. I further acknowledge and understand the risk of serious injury does exist even when particular rules, equipment, supervision, and personal discipline may reduce this risk.

3. ASSUMPTION OF RISK. Therefore, I, for myself, spouse, and child(ren)/ward, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for the participation of my child(ren)/ward named above. I understand and agree that VDT is not responsible for any physical injury that may occur during the course of this activity or event. I, for myself, my spouse, my child(ren)/ward, and on behalf of my/our heirs, assigns, personal and legal representatives and next of kin, do HEREBY WAIVE, RELEASE, ABSOLVE, INDEMNIFY AND AGREE TO HOLD HARMLESS VDT and/or their directors, officers, partners, supervisors, volunteers, organizers, participants, representatives, and agents, the activity or event sponsors, activity or event volunteers, persons transporting the participants to and from any such activities, and – if applicable- owners, lessors and lessees of premises used to conduct the event (all such parties to be referred to as “Releases”), WITH RESPECT TO ANY AND ALL CLAIMS FOR INJURY, DISABILITY, DEATH or loss or damage to person or property, related to my child(ren)/ward’s involvement or participation in said programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

4. PERMISSION TO TREAT. In the event that my child/ward is injured during this activity or program, I HEREBY GIVE MY PERMISSION FOR ANY AND ALL SUCH MEDICAL PROCEDURES AS MAY BE DEEMED NECESSARY and hold harmless any parties making such decisions.

5. FURTHER RELEASE OF LIABILITY. I, for myself, spouse, and child(ren)/ward, and on behalf of my/our heirs, assigns, personal and legal representatives and next of kin, do HEREBY INDEMNIFY AND HOLD HARMLESS all of the above Releases from any and all liabilities incident to the involvement and participation of my child(ren)/ward in these VDT activities or events, EVEN IF ARISING FROM NEGLIGENCE, to the fullest extent permitted by law.

6. INSURANCE DISCLOSURE. I understand that VDT is not representing to provide insurance for this event or any claims related thereto and any and all valid insurance I possess is to be considered primary insurance in all cases. I acknowledge THAT I AND MY INSURANCE ARE PRIMARILY RESPONSIBLE for any and all medical and legal claims resulting from the participation or involvement of my child(ren)/ward in these programs and activities.

7. COMMUNICATION AND PROMOTIONAL RELEASE. As a condition to my child(ren)/ward’s participation, I hereby consent to receive communications via telecommunications, postal service or

electronically via e-mail or text. I also understand and agree that VDT retains the absolute right to use for publicity and advertising purposes any photographs and videos taken of participants. To the extent that any benefit accrues to VDT, I hereby and forever waive any interest and claim to such benefits.

8. Waiver of Liability for Communicable Diseases Including COVID. The novel coronavirus (COVID-19) is extremely contagious and is believed to be spread mainly from person-to-person contact. While rules and preventative measures may reduce the risk, the risk of serious illness and death does exist. Vancouver Dance Theatre cannot completely mitigate the risk of COVID-19 especially when involved in dance related activities. Participation in Vancouver Dance Theatre’s rehearsals and performances of The Nutcracker includes possible exposure to an illness, injury or death from COVID-19. I waive and discharge all claims against Vancouver Dance Theatre for any exposure to illness or injury from infectious disease, including COVID-19.

I HAVE READ THIS PERMISSION, ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ (Print Name) Parent/Guardian

_____ (Legal Signature) Parent/Guardian Date