

**2019 PERFORMING ARTS PROJECT WAIVER AND RELEASE FORM**

Program (the “**Program**”): 2019 Performing Arts Project Summer Intensives, June 22nd – July 28th, 2019, at Wake Forest University

Participants (collectively, the “**Participants**”): student and one (1) adult per Waiver and Release Form as listed below

Student name	Student age	Parent/legal Guardian name

In consideration of the opportunity to participate in the Program, you, on behalf of yourself and the student Participant above, agree as follows:

- Participant has read and understands, and agrees to comply with, the Code of Conduct as set forth in The Performing Arts Project, Inc. (“**TPAP**”) handbook and on the company member login section of the Performing Arts Project website. You understand that failure to comply with the Code of Conduct and any other TPAP guidelines may result in Participant’s immediate dismissal from the Program in TPAP’s sole discretion. Should Participant be dismissed from the Program for any reason, you understand that no refund will be given and that the Participant will be sent home at his or her own expense.
- Participation in the Program may be physically and mentally demanding, and may involve the risk of death or personal injury to the Participants and others, as well as damage to property, as the result of actions taken by Participant or other participants in the Program. You acknowledge that it is your independent, voluntary decision for the Participant to participate in the Program and you are solely responsible for the manner in which the Participant conducts himself/herself during the Program. The Participant fully assumes any risk of death, personal injury and/or damage that may result from their participation in the Program.
- The Participant has no medical conditions or physical disabilities that may limit their ability to competently and safely participate in, and the Participant has my permission to so participate in, the Program (including any related activities and classes) and agree to follow all rules and instruction given by the Program organizers. TPAP and its employees, officers, representatives, sponsors (including Wake Forest University, its officers, trustees, agents and employees), affiliates, independent contractors, agents, volunteers and Board of Directors (collectively, the “**TPAP Parties**”) have no knowledge of any Participant’s skills or other abilities in relation to the Program. I confirm that, to the best of my knowledge, a full and accurate health history has been provided to TPAP and that all pertinent health information has been disclosed. I confirm that the Participant receives regular health care as needed and annual physicals that would by common practice reveal any potential health concerns.
- No TPAP Party shall in any way be liable for any death, personal injury, damage or other loss of any nature that may result from participation in the Program.
- The Participant, on behalf of themselves and their heirs, hereby: (a) releases the TPAP Parties from any and all actions, claims, liabilities, and/or related costs arising out of their participation in the Program, (b) waives all rights to bring any claims against and covenant not to sue any TPAP Party in respect thereof in any jurisdiction, and (c) agrees to indemnify, defend and hold harmless the TPAP Parties from and against any and all actions, claims, liabilities and related costs for death, personal injury and/or property loss or damage resulting from Participant’s participation in the Program.
- I agree that TPAP may use student’s name, likeness, voice, biographical and other information in connection with the Program, including, without limitation, for advertising, publicity, exhibition, and promotion in any media without any financial compensation being paid to Participant and that I will have no rights of ownership in any photographs or video taken of Participant at the Program.
- I agree that TPAP Parties may transport Participant as needed for Program activities, outings and/or to seek medical treatment.
- In the event of any accident, injury, sickness, etc. with respect to Participant, I hereby authorize TPAP and all TPAP Parties to select a medical professional and authorize treatment until such time as a parent, legal guardian or other emergency contact may be reached. I understand that I will be responsible for the payment of any and all expenses related thereto.
- I understand that if any false information has been provided to TPAP or there has been any intentional omission of information, the Participant may be dismissed from the Program immediately in TPAP’s sole discretion. Should this occur, I understand that no refund will be given and that the Participant will be sent home at his or her own expense.
- I understand that a student and/or student’s belongings may be searched by members of The Performing Arts Project administrative staff whenever there is reasonable cause to believe that the student has violated or is violating either the law or Performing Arts Project rules as outlined in this handbook. Any items found in violation of the law or in violation of the Performing Arts Project handbook will be confiscated and the student may be sent home at his/her own expense.
- This document and all disputes, claims, controversies, disagreements, actions and proceedings arising out of or relating to it and the subject matter hereof, including determination of the scope or validity of this provision (each, a “**Proceeding**”), will be governed by and construed in accordance with the laws of the State of Florida without reference to the choice of law doctrine. You irrevocably and unconditionally (a) submit to the exclusive jurisdiction of the appropriate federal or state court located in the State of Florida, Leon County for any Proceeding, (b) agree that all claims in respect of any Proceeding shall be heard and determined in such court, and (c) waive (i) any objection to the laying of venue, (ii) the defense of an inconvenient forum, and (iii) any right to trial by jury. Any waiver in this document waives the applicable right(s) to the fullest extent permitted by applicable law.

I hereby confirm that I have read, understood and voluntarily accept the above terms, am bound by these terms, and understand that substantial rights are being given up by signing these terms. **If student is under 18, form must also be signed by parent or guardian.**

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_