## NEW HAVEN **BALLET**

LISA KIM SANBORN ARTISTIC DIRECTOR

## NEW HAVEN BALLET POLICY WAIVER AND ACKNOWLEDGEMENTS

## Students (and Parents of Students under 18) participating in classes at New Haven Ballet do so with full acknowledgement, understanding and assumption of risk of the following:

**Photo Waiver:** I hereby irrevocably consent to and authorize the use of reproduction by New Haven Ballet of any and all photographs, recordings, videotapes and/or other reproduction or likenesses of the student's person or characteristics (reproductions) which have been secured by or for New Haven Ballet, for any purpose whatsoever, without compensation to the student. All reproductions shall constitute the property of New Haven Ballet, solely and completely. Further, I assign and release all rights to said reproductions and authorize New Haven Ballet, or others authorized by it, to exhibit, broadcast, and/or distribute or otherwise further reproduce said newspapers, closed circuit television, website, social-media, film, cable, and television, without compensation in perpetuity. I also release, discharge, and agree to hold harmless the producers or any persons, or entities acting under their permission or authority from any liability arising from the use of said reproductions.

**Medical Consent and Liability Waiver:** I hereby consent to participation in New Haven Ballet programs. I am aware that all forms of dance and the rigorous exercises associated with it place unusual stresses on the body and carry with them the possible risk of physical injury. I assume this risk and agree that New Haven Ballet, its staff, and the New Haven Ballet facilities shall not be liable in any way for injuries I sustain during attendance in this program.

Waiver/Release for Communicable Diseases Including COVID-19: In consideration of being allowed to participate in classes with New Haven Ballet and related events and activities, I acknowledge, understand and agree that:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- I 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 my participation; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring attention to New Haven Ballet immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS New Haven Ballet, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct classes and other events ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND BY REGISTERING FOR AND PARTICIPATING IN CLASSES FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I agree that I will not hold New Haven Ballet, Inc. or any of its employees liable for injuries or illness contracted by me while a student at the New Haven Ballet.

YOUR REGISTRATION FOR AND PARTICIPATION IN CLASSES INDICATES YOU HAVE READ AND AGREE TO ABIDE BY THE POLICIES AND PROCEDURES LISTED HERE.