# UNIVERSITY

## **CONDITIONS OF PARTICIPATION AGREEMENT**

## All participants must complete these forms in order to attend the program. Name of Program: International Summer Dance, June 16 – July 28, 2019 **Program Leader:** Michael Shahen, Point Park University Name of Participant: $\mathbf{O}$ Check here if Participant is a Minor (under 18 years of age on or before June 16, 2019) (hereinafter "Minor") 0 Check here if Participant is 18 years of age or Older on or before June 16, 2019 Name of Person Giving Release for Minor ("Guardian") Guardian's Relationship to **O** Mother **O** Father **O** Legal Guardian Minor: **Guardian's Phone Number:**

## I. <u>PROGRAM</u>

Point Park University's International Summer Dance is a comprehensive dance program that specializes in Ballet, Jazz and Modern. The curriculum includes daily technique classes in Ballet, Jazz and Modern, supplemented by Pointe and Variations, Male Technique, Pas de Deux, Tap, Music for Dancers, Pilates, and Yoga. For participants in the six week program, occasional evening and Saturday afternoon rehearsals are directed toward three performances in the Dance Complex's state-of-the-art George Rowland White Performance Studio. The International Summer Dance will run from June 16 through July 28, 2019.

In addition to the dance curriculum, Participants may participate in other extra-curricular activities, including, but not limited to, visits to museums, amusement parks, water parks, swimming pools, baseball games, movies, theatrical performances, holiday celebrations, sightseeing, dinners at nearby restaurants and any other related or substitute travel for the purpose of education, social service or other experience (collectively "Related Functions").

The Related Functions shall include visits to amusement parks, water parks, swimming pools and recreation facilities, including, but not limited to, Kennywood, Sandcastle Water Park and South Park Wave Pool. Participants may elect not to participate in one or more of the Related Functions. The <u>Program</u> and <u>Related</u> <u>Functions</u> shall collectively be referred to hereinafter as the "Program".

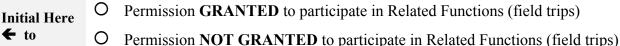
There are inherent risks and dangers of participation in the Program, including, but not limited to, broken bones, soft tissue damage, stress put on joints, muscles, and other body parts, torn muscles and/or ligaments, sprains, posture, hip and knee injuries, emotional distress, eye damage, tooth damage, cuts, wounds, scrapes, abrasions, and/or spinal injuries, animal bite or attack, insect bite or allergic reaction, shock, electrocution, paralysis, drowning, and/or death. During an activity, the Participant may experience fatigue, chill and/or dizziness which may diminish the Participant's reaction time and increase the risk of an accident. Moreover, certain foreseeable and unforeseeable events can contribute to the unpredictability and the inherent risks and dangers associated with the Program.

MINOR'S CONSENT AND RELEASE FOR FIELD TRIPS, SIGHTSEEING, TRAVEL AND/ OR TOURS AS WELL AS PROGRAM

## II. CONSENT FOR MINOR'S FULL PARTICIPATION IN PROGRAM

By initialing below Guardian does or does **not** give his/her permission for Minor to participate in the Program's **Related Functions**, including, but not limited to, visits to museums, amusement parks (*e.g.*, Kennywood), water parks (*e.g.*, Sandcastle Water Park), swimming pools (*e.g.*, South Park Wave Pool), baseball games, movies, theatrical performances, holiday celebrations, sightseeing, dinners at nearby restaurants and any other related or substitute travel to and from the destinations. Notwithstanding the foregoing, Minor may or may not participate in one or more of the Related Functions.

# Select only ONE, then initial



O I am age18 or older, (Go to Section III)

## III. CONSENT TO FULLY RELEASE POINT PARK UNIVERSITY FROM CLAIMS

## DISCLAIMER

I understand and acknowledge that Point Park University, its principals, directors, officers, agents, employees, members and volunteers (the "University") are not responsible for any injury, death, loss, theft, or damage sustained by me/Minor while participating in the Program, however caused, including by the negligence of the University.

(initial here)

acknowledge

## **ACKNOWLEDGMENT OF RISKS**

I acknowledge that I have reviewed the Program, including the dance curriculum and Related Functions, the physical environment and conditions under which the Program will be conducted and this Conditions of Participation Agreement and understand and approve the anticipated activities of Participants in the Program.

#### (initial here)

I acknowledge that I am familiar with the activities that I/Minor may participate in while a Participant in the Program, which include, but are not limited to, dance activities, swimming, swimming in a wave pool, swimming in a pool with a current (*e.g.*, the Lazy River), riding water slides, riding roller coasters, riding water rides (*e.g.*, the Log Jammer and Raging Rapids) and other amusement park rides, climbing, running, jumping and traveling to and from each destination.

#### (initial here)

I further acknowledge that I understand the risks, dangers, and hazards associated with my/Minor's participation in the Program, including, without limitation the risk of severe or fatal injury to myself/Minor or others, including, but not limited to, the risks stated in this Conditions of Participation Agreement.

(initial here)

## ASSUMPTION OF RISKS

In recognition of the inherent risks of which I/Minor will engage in, I voluntarily assume the risk by choosin.  $2^{-1}$  participate in the Program or by allowing Minor to participate in the Program. I understand that the University does not assume any risk or liability due to my/Minor's participation in the Program. These risks include, but are not limited to, the following:

1. The risks associated with travel to and from location(s) to be visited during the Program, including transportation provided by commercial, private and/or public means, including, but not limited to, airplanes, buses, taxicabs, and limousines.

(initial here)

2. The risks associated with participation in the Program, transporting to or from the Program, or as a result of any natural disaster, extreme weather condition or event, or any other occurrence during Participant's participation in the Program, natural or otherwise. These risks include, without limitation, broken bones, soft tissue damage, stress put on joints, muscles, and other body parts, torn muscles and/or ligaments, sprains, posture, hip and knee injuries, emotional distress, eye and tooth damage, cuts, wounds, scrapes, abrasions, and/or spinal injuries, animal bite or attack, insect bite or allergic reaction, shock, electrocution, paralysis, drowning, and/or death.

(initial here)

3. The possibility of bodily injury including broken bones, soft tissue damage, emotional distress and even death resulting from walking to and from and participating in various Program activities and the Related Functions, especially in inclement weather.

(initial here)

4. Theft or loss of personal property during the Program or any Program related travel.

(initial here)

## INDEMNIFICATION AND RELEASE OF LIABILITY

I voluntarily consent to participate in the Program/voluntarily allow Minor to participate in the Program. In consideration of the University's acceptance of my/Minor's participation in the Program, I agree:

1. **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to my/Minor's participation in the Program, even though such risks may be or may have been caused by the negligence of the University. This assumption and acceptance of all risks includes, without limitation, any medical expenses that I/Minor may incur as a result of my/Minor's personal injury or illness.

(initial here)

2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** which I/Minor might sustain while participating in the Program even though such injury, loss, or damage may have been caused by negligence of the University.

(initial here)

3. **TO REMISE, RELEASE AND FOREVER DISCHARGE** the University, its principals, directors, officers, agents, employees, members and volunteers, and each and every land owner, municipal and/or government agency upon whose property the Program is conducted, from all liability, actions, causes of action, suits, judgments, claims and demands and **FOREVER WAIVE** any claim for damage arising from any cause whatsoever even though such liability, actions, causes of action, suits, judgments, claims and demands may have been caused by the negligence of the University and/or its principals, directors, officers, agents employees and volunteers.

(initial here)

#### ACKNOWLEDGEMENT

I HAVE CAREFULLY READ THE ABOVE DOCUMENT, INCLUDING THE LANGUAGE SET FORTH IN THE SECTIONS ENTITLED "PROGRAM" AND "CONSENT TO FULLY RELEASE POINT PARK UNIVERSITY FROM CLAIMS" AND THE SUBSECTIONS ENTITLED "DISCLAIMER," "ACKNOWLEDGMENT OF RISKS," "ASSUMPTION OF RISKS," AND "INDEMNIFICATION AND RELEASE OF LIABILITY" AND FULLY RECOGNIZE AND UNDERSTAND THE TERMS, CONDITIONS AND RISKS SET FORTH IN THESE SECTIONS AND SUBSECTIONS.

I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT TO BE LEGALLY BOUND, AND THAT I INTEND MY INITIAL BELOW AND/OR MY SIGNATURE AT THE END OF THIS DOCUMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY FOR ANY AND ALL NEGLIGENT ACTIONS OF THE UNIVERSITY AND THAT I AM GIVING UP MY RIGHT TO SUE THE UNIVERSITY FOR NEGLIGENCE. I UNDERSTAND THAT, IF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO ME, I SHOULD NOT PARTICIPATE OR ALLOW MINOR TO PARTICIPATE, AND I/MINOR WILL NOT BE PERMITTED TO PARTICIPATE, IN THE PROGRAM.

(initial here)

## IV. GENERAL CONDITIONS OF PARTICIPATION - ALL PARTICIPANTS

The University wants every Participant to enjoy their participation in the Program. The University takes the supervision of the Participants seriously. Therefore, it is important that each Participant understands in advance, the University's Conditions of Participation in the Program. These rules exist for the protection of everyone.

The following Conditions of Participation shall **apply to ALL Program Participants** regardless of age or residency status. Failure to comply with any of the following shall lead to disciplinary action, including <u>dismissal</u> from the program. If a Participant is suspended or dismissed from the Program for violating any of the rules, neither the Participant nor the Guardian (if Participant is a Minor) will receive a refund of any monies paid to the University, but will be required to pay any monies still owed the University for participation in the Program.

By initialing below, you voluntarily consent to participate in the Program or consent to Minor's participation in the Program and, in consideration of the University's acceptance of your/Minor's participation in the Program, you agree to be bound by the following Conditions of Participation:

1. The Participant will conform to the University Code of Student Conduct, as stated within the most current Point Park University Student Handbook, revised annually, while participating in the Program. Failure to conform to the University Code of Student Conduct is grounds for the suspension or termination of my participation in the Program. The most current Point Park University Student Handbook is available at: <a href="https://www.pointpark.edu/StudentLife/StudentConduct/StudentPlannerHandbook/index">https://www.pointpark.edu/StudentLife/StudentConduct</a>

2. The Participant or Guardian (if Participant is a Minor) will execute this Conditions of Participation Agreement. Failure to execute the Conditions of Participation Agreement and all applicable Exhibits hereto may result in termination of the Participant from the Program.

3. The Participant, if residing on the University Campus during the Program, will execute a copy of and conform with the Rules for All Participants Residing on Point Park University Campus, which is attached hereto as Exhibit A. Failure to execute the Rules for All Participants Residing on Point Park University Campus will result in termination of the Participant from the Program.

4. The Participant or his/her Guardian (if Participant is a Minor) will execute the Conditions of Use and Consent Agreement - Information Technology, which is attached hereto as Exhibit B. Failure to execute the Conditions of Use and Consent Agreement - Information Technology will result in termination of the Participant from the Program.

5. The Participants or his/her Guardian (if Participant is a Minor) will execute the Emergency Contact, Medical Information, and Consent to Treat Form, which is attached hereto as Exhibit C. Failure to execute the Consent to Treat Form will result in termination of the Participant from the Program.

6. During the Program, the Participant's conduct will reflect upon the University and Participant will conduct himself/herself in a respectful, appropriate manner.

7. The Participant or the Participant's Guardian accepts financial responsibility for all applicable tuition, fees, charges, and personal expenses associated with this Program, and that payment, where applicable, is due prior to the start of the Program. If payment is not made prior Program start, the University may bar the Participant from participation in the Program.

8. The University reserves the right to cancel or modify the Program, or any part thereof, at any time and for any reason if deemed appropriate by the University. The University and any Program director, leader, or course instructor, (collectively referred to hereinafter as "University Representatives") may at any time unilaterally modify any aspect of the Program when, in the University and/or University Representative's sole discretion, the University and/or University Representative determines that such modification will enhance the value of the Program or the health and safety of the Program Participants. The University is not liable for any financial loss incurred by the Participant or Guardian which was caused by such cancellation or modification.

9. If any Participant participating in the Program elects to remain in Pittsburgh beyond the Program date and/or travel separately from the Program group, the Participant is required to notify the Program Leader, in writing, of the Participant's travel plans. Under no circumstances shall the University's receipt of a Participant's travel plans under this paragraph constitute implied or express consent by the University for such travel. The University assumes no liability whatsoever relating to or arising out of any travel undertaken by the Participant which is beyond the Program date or separately taken by the Participant from the Program group, and the Participant undertakes such travel solely on his/her own accord and at his/her own risk. Notwithstanding the foregoing, Minors must travel to Related Functions or other off campus activities via the transportation provided by the University. Participants over the age of 18 must inform the Program Leader of their intention to travel to a Related Function or other off campus activities via a method of transportation other than that provided by the University.

10. The Participant may not conduct himself/herself in a way that, in the sole discretion of the University and/or a University Representative disrupts the Program or brings the Program and/or University into disrepute.

11. While participating in the Program, the Participant is subject to all the rules, regulations and policies of the University. If the Participant violates any of the University's rules, regulations and policies, the University may suspend or terminate Participant's participation in the Program.

12. If the Participant may not undertake, or seek to undertake, any illegal activity. Specifically, if the Participant is charged with a crime during his/her participation in the Program, the University may suspend or terminate the Participant's participation in the Program.

13. The University or a University Representative may suspend or terminate the Participant's participation in the Program in the event that the Participant fails to comply with these General Conditions of Participation or other University policies and procedures, or if the University or a University Representative believes that the Participant's participation poses a danger to him/herself and/or his/her fellow Participants or others or threatens to impede orderly conduct of the Program.

14. Participants must attend only the classes they are assigned to and are not permitted to skip any class due to personal reasons or attend an unassigned dance class for any reason.

15. For 30 minutes before, during and for 30 minutes after Program classes, Participant's parents, legal guardians, relatives, friends or any other guests are not permitted to congregate outside studios or to interrupt any classes in any manner whatsoever. During these time periods, Participant's <u>parents</u>, <u>legal guardians</u>, <u>relatives</u>, <u>friends or any other guests must wait in designated areas established by the University</u>. If a University Representative determines, in his/her sole discretion, that a Participant's parents, legal guardians, relatives, friends or any other guests are not waiting outside the designated area or is disrupting a class in any way, the University may suspend or terminate the Participant's participation in the Program.

16. With the exception for properly prescribed drugs identified on Exhibit C, the use of alcohol and/or illegal drugs is strictly prohibited by all Program Participants regardless of age.

17. If the Participant voluntarily withdraws or departs, or if the Participant's participation in the Program is suspended and/or terminated by the University or a University Representative for any reason, the Participant or the Guardian is responsible for payment of all costs incurred by the Participant or on the Participant's behalf, and the Participant will be required to return home at the Participants own expense or at the Guardian's expense. If the Participant withdraws, departs, or is dismissed from the Program prior to its formal completion, neither the Participant nor the Guardian will receive a refund of any monies paid to the University, but will be required to pay any monies owed the University.

18. Participant/Guardian must inform the International Summer Dance Office if Participant/Minor is going to be tardy, absent or need to be dismissed early on any day of the Program. Notice must be given as soon as possible. The phone number for the International Summer Dance Office is: 412-392-3456.

19. Any suspension or termination under this Conditions of Participation Agreement is in addition to, and not in lieu of, any legal remedies which may be separately pursued by the University.

20. This Conditions of Participation Agreement, including all Exhibits, shall be construed in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania. Any litigation regarding this Conditions of Participation Agreement, including all Exhibits, shall be brought in a court of competent jurisdiction in the County of Allegheny, Commonwealth of Pennsylvania.

21. I also understand and acknowledge that because of the physical nature of dance training, physical contact is required and necessary between instructors and students during classes to insure proper instruction, technique and safety.

(initial here) I certify that all the above 21 general conditions of participation have been read and understood.

## V. <u>PUBLIC RELATIONS/PROMOTIONAL RELEASES</u>

- 1. I hereby authorize Point Park University to use my comments as recorded, name and other information provided without expectation of any consideration whatsoever. I further understand and acknowledge that my comments, name and other information provided may be used by Point Park University without limitation or restriction in perpetuity for institutional publicity and marketing, including Internet and supplementary literary material, and other purposes.
- 2. The University, on occasion, provides Participant names and other information to local U.S. media. By participating in the Program, you agree that the University may provide your/Minor's information to local U.S. media.
- 3. Subsequent to the completion of the Program, the University may use photographs or videos taken of you/Minor in public places during the Program for promotional purposes. By participating in the Program, you agree to the release of your/Minor's images to the University.

(initial here)

If you object to the University using any of the above information, photographs or video, you must state your objection in writing and mail it, along with this agreement, to:

International Summer Dance Office Point Park University - 201 Wood Street - Pittsburgh, PA 15222-1984

#### IMPORTANT – BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THE ENTIRE CONDITIONS OF PARTICIPATION AGREEMENT, INCLUDING EXHIBITS AND/OR DISCUSSED THE ENTIRE CONDITIONS OF PARTICIPATION WITH MINOR, INCLUDING EXHIBITS, AND THAT YOU/MINOR UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN

## ALL PARTICIPANTS MUST SIGN BELOW

Print Student's Name		
Signature of Student		
Guardian Name (if student is under 18)		
Guardian's Signature	Date:	
* Signature of Witness	Date:	
Printed Name of Witness		
Address of Witness		

\* *Signatures do NOT need to be notarized but must be WITNESSED*. The witness can be anyone, even family.

## EXHIBIT A

## **RESIDENT RULES**

#### STUDENTS LIVING ON POINT PARK UNIVERSITY CAMPUS

Participants will be housed in a double or triple-occupancy room. Participants under the age of 18 ("Minors") will be housed on a separate floor. Roommate requests are NOT guaranteed. Participants must be 16 years of age at the start of the program to live on campus. **Participants residing on** the University campus must abide by all residence life and security rules that are applicable to resident students generally.

<u>Alcohol and Drugs</u> are strictly prohibited on campus. With the exception for properly prescribed drugs identified on Exhibit C, possession of alcohol and/or drugs will result in immediate expulsion from the Program without refund of monies previously paid the University or without credit for any monies owed the University by the expelled Participant/Guardian. <u>Smoking is also prohibited in and around University facilities</u>.

The University reserves the right to conduct a search of Participants' rooms without notice.

Participants will be given an identification card ("ID Card") which will also be the Participant's room key that will contain a 4 digit code to enter the building and your room. Participants must not give or lend their ID card to any other person for any reason and must inform a University Representative immediately if their ID card is lost or stolen. Participants will be charged a replacement fee for a replacement ID Card. After the Program, Participants may keep their ID card for a souvenir.

#### ALL STUDENTS AGES 16 AND 17 NO EXCEPTIONS - RULES FOR RESIDENT MINORS

Curfew: 10:00 p.m. - Resident Minors must be in their building by 10:00 p.m. and will not be permitted to leave the building after 10:00 p.m.

Resident Minors must be in their rooms: Sunday through Friday: 11:05 p.m. Saturday: 12:00 a.m. (midnight) Lights-out: Sunday through Friday: 12:00 a.m. (midnight) Saturday at 1:00 a.m.

Visiting Floors and Rooms: Minors are not permitted to be on a floor, in a room or visit with <u>anvone</u> 18 or older as of the first day of the program, regardless of the sex of the Participant. Students are <u>not</u> permitted to be in a room of the opposite sex no matter what the age. Students of the opposite can socialize in common areas.

Leaving Campus Grounds and Signing-out - students <u>must stay in groups of (3) three or more</u> when leaving campus grounds. They must text or call their resident advisor as to where they are going, sign-out and sign back in together, in the same grouping of (3) three, at the security desk in their resident building, no matter what day or "time of day" when they are leaving campus.

**On Campus Grounds** – Students <u>may travel on their own between the University buildings from 7am to 9pm</u>. After 9 pm (at the start of twilight), if students are to remain outside on campus grounds, they must be in groups of 2 two or more for the last hour (9 pm to 10 pm.) <u>Campus grounds include</u> Conestoga Hall, Village Park, the Student Center, Academic/Thayer and Lawrence Hall.

If these rules be broken, Minor will be held responsible and will be dismissed from residence life.

#### **Overnight or Weekend Stays:**

Minors are not permitted to leave for a night or weekend or to stay with another Participant, under the age of 25, without parental consent. Minors will only be released from the University in the presence of a parent or legal guardian. A parent or legal guardian may submit via facsimile (412-392-3803) or mail, a fully executed "Consent Form for a Minor" to be released to any other guardian for a specified period of time, provided that this guardian is over the age of 25. A copy of the consent form is attached hereto. The guardian must show their driver's license to security and sign the Minor out in the presence of a resident advisor. The guardian must inform the resident advisor of the destination and the time of return of the Minor.

## ALL RESIDENT STUDENTS, REGARDLESS OF AGE, MUST SIGN BELOW.

Participants aged 18 years and older are not permitted to visit the room or floor of a Minor. Should these rules be broken, Participant aged 18 years and older will be held responsible and will be <u>dismissed from residence life</u>.

**Visitation**: Participants aged 18 and older may sign in a guest(s) only on Saturdays and each guest must leave the guest's driver's license or other valid form of picture identification at the security desk. A Participant's guest is anyone who does not live in the residential building, including other Participants. A Participant's guest must remain with the Participant at all times. All visitors must vacate the building by 12:00 a.m. (midnight). Anyone caught signing in a guest for someone else will be <u>dismissed from residence life</u>. Anyone caught with a guest after 12:00 a.m. (midnight) will be <u>dismissed from residence life</u>. Guests are not permitted to stay overnight.

Print Student's Name	
Signature of Student	
Guardian Name (if student is under 18	
X	
Guardian's Signature	

## EXHIBIT B



## **INFORMATION TECHNOLOGY** (Waiver for computer usage and wireless access or Wi-Fi) **CONDITIONS OF USE AND CONSENT AGREEMENT**

## **PROGRAM:** International Summer Dance

Name of Person Giving Release for Minor ("Guardian")			
Guardian's Relationship to Minor:	O Mother	<b>O</b> Father	O Legal Guardian
Name of Participant:			

## **IMPORTANT INFORMATION**

The purpose of this Conditions of Use and Consent Agreement ("Agreement") is to make me/Guardian aware that the University, as an institution of higher learning committed to academic freedom, does not block access to websites that may be considered objectionable to me/Minor.

Participants may access the internet by using the computers and network ("Network Access") in the University's computer labs ("Information Technology Resources") or by using devices such as iPhones, iPads, Smartphones, laptops, notebooks, etc, (collectively "Personal Devices") and wireless network access provided by the University or others in certain University facilities or by private carriers (collectively "Wireless Access").

Participants and Guardians are cautioned that because Wireless Access is available to everyone on campus in certain public locations and through carrier-specific networks used in conjunction with Personal Devices, the University cannot under any circumstances restrict Wireless Access and, therefore, cannot prevent me/Minor from Wireless Access of sites that may be objectionable to me/Minor. The use of Information Technology Resources, Personal Devices, Internet Access, and Wireless Access are collectively referred to hereinafter as Information Technology.

## **CONSENT TO FULLY RELEASE POINT PARK UNIVERSITY FROM CLAIMS**

## DISCLAIMER

I understand and acknowledge that the University, its principals, directors, officers, agents, employees, members and volunteers (collectively, as previously defined, the "University") are not responsible for any injury, loss, or damage sustained by me/Minor while using the Information Technology.

#### ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I acknowledge that I understand the possible risks, dangers, and hazards associated with my/Minor's use of the Information Technology. These risks include but are not limited to the following:

a) The risks that the downloaded or accessed site and or materials may be offensive, objectionable, sexually explicit, violent or otherwise shocking.

b) The risks that the Participant may access social network sites, chat rooms, and other internet sites and, through this access, provide information to or come in contact with sexual predators, pedophiles, pornographers, and others engaged in illegal and/or objectionable activity.

#### (initial here)

I voluntary assume the risk to me/Minor by choosing to allow my/Minor's participation in the Program and use the Information Technology. I understand that the University does not assume any risk or liability due to my/Minor's participation in the Program and use of the Information Technology and further agree and understand that the University is not responsible for material viewed or downloaded by me/Minor on the Devices used or viewed by me/Minor or another individual.

#### (initial here)

#### INDEMNIFICATION AND RELEASE OF LIABILITY

I voluntarily consent to authorize my/Minor's use of the Information Technology, and in consideration of the University's acceptance of my/Minor's participation in the Program, I agree:

1. **TO ASSUME AND ACCEPT ALL** RISKS arising out of, associated with, or related to my/Minor's use of the Information Technology or use of the Information Technology by others, even though such risks may have been caused by the negligence of the University.

(initial here)

2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** which I/Minor might sustain while using the Information Technology or through the use of Information Technology by others, even though such injury, loss, or damage may have been caused by the negligence of the University.

(initial here)

3. **TO REMISE, RELEASE AND FOREVER DISCHARGE** the University its principals, directors, officers, agents, employees, members and volunteers, from all liability, actions, causes of action, suits, judgments, claims and demands and waive any claim for damage arising from any cause whatsoever even though such liability, actions, causes of action, suits, judgments, claims and demands that may have been caused by the negligence of the University and/or its principals, directors, officers, agents employees and volunteers.

(initial here)

#### **CONDITIONS OF USE**

Users of the University's Internet Accessibility and Information Technology Resources are bound by the rules and regulations outlined in the "Policy for the Use of Computer and Technology Resources" which can be viewed in the student handbook page 108.

https://www.pointpark.edu/StudentLife/Point-Park-Student-Handbook-2018-19-rev-2018\_08-24-1.pdf

The "Acceptable Use Police" can be found online at: https://www.pointpark.edu/About/AdminDepts/TechnologyServices/TechnologyResources/AcceptableUsePolicy

Point Park University reserves the right to change and policies or guidelines without prior written notice.

(initial here)

#### **ACKNOWLEDGEMENT**

I HAVE CAREFULLY READ THIS CONDITIONS OF USE AND CONSENT AGREEMENT - INFORMATION TECHNOLOGY, INCLUDING THE ABOVE SECTIONS ENTITLED "IMPORTANT INFORMATION," "DISCLAIMER," "ACKNOWLEDGMENT AND ASSUMPTION OF RISKS," "INDEMNIFICATION AND RELEASE OF LIABILITY," AND "CONDITIONS OF USE" AND FULLY UNDERSTAND THEIR TERMS. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT TO BE LEGALLY BOUND, AND THAT I INTEND MY INITIAL BELOW AND/OR MY SIGNATURE AT THE END OF THIS DOCUMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY FOR ANY AND ALL NEGLIGENT ACTIONS OF THE UNIVERSITY AND THAT I AM GIVING UP MY AND MINOR 'S RIGHT TO SUE THE UNIVERSITY FOR NEGLIGENCE. I UNDERSTAND THAT, IF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO ME, I SHOULD NOT PARTICIPATE IN THE PROGRAM OR ALLOW MINOR TO USE, TO PARTICIPATE IN THE PROGRAM.

(initial here)

#### FOR PARENTS/GUARDIANS OF MINOR CHILDREN

Please review the Policy for the Use of Computer and Technology Resources and Computer Lab Usage Guidelines and discuss them with your child. By initialing below, you confirm that you have read and discussed the policy and guidelines with your child. You are also confirming that you agree to all terms and conditions pertaining to usage of Information Technology Resources and agree that those Resources will be used responsibly and in conjunction with the Policy and Guidelines set forth above and in accordance with federal, state, and local laws.

#### Information Technology/ Internet 4 OF 4

#### Parental or Guardian's Acknowledgement of Assumption of Risk/Release of Liability for Minors:

I certify that was born on (month/day/year) and is years of age. I further certify that I am the parent or legal guardian of the named child and that I am of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I certify that I have carefully read and both fully understand this Assumption of Risk/Release of Liability Form, and agree to its terms in all respects. I understand that the terms of this agreement are legally binding.

#### SELECT ONLY ONE

**O** Allow Minor access to all Information Technology Resources/ Network access including the computer labs.

**O Prohibit Minors** from using the Information Technology Resources and/or Network Access available in the University's computer labs, with the understanding that access of objectionable websites may still occur through Personal Devices and/or Wireless Access, and the University will not be liable for such access.

## PARTICIPANTS WHO ARE NOT MINORS (18 YEARS OF AGE AND OLDER)

Please review the Policy for the Use of Computer and Technology Resources and Computer Lab Usage Guidelines. By signing below, you confirm that you have read the policy and guidelines. You are also confirming that you agree to all terms and conditions pertaining to usage of Information Technology Resources and agree that those Resources will be used responsibly and in conjunction with the Policy and Guidelines set forth above and in accordance with federal, state, and local laws.

Signature of Parent/Guardian

Parent/Guardian's Name

Signature of Participant

Participant's Name

Date

(412) 392-3494 • <u>helpdesk@pointpark.edu</u> • Fax: (412) 392-3912



## **EXHIBIT C Emergency Contact, Medical Information, and Consent to Treat Form**

Program: International Summer Dance

#### PARTICIPANT CONTACT INFORMATION

Participant's Name			Birth Date	
Address				
City	State		Zip	
Email			Cell Phone	
EMERGENCY CONTACT INFORMATION				
CONTACT NAME 1:	(	CONTACT NAME 2:		
EMERGENCY PHONE #	H	EMERGENCY PHONE #		
RELATIONSHIP	F	RELATIONSHIP		
Pertinent Medical History of Participant Includir	ng Previous Inju	uries, Physical Weakne	ss Or Medical	Concerns:
Allergies (Food/Medicine/Environmental):				
Medications/Prescriptions Taken and Dosage:				
Injuries/Medical Conditions:				
Accessibility Needs:		Contact Lenses/G	acces. V	es No
			Id55C5. 1	
MEDICAL INSURANCE (complete below or atta	ached copy of n	nedical card)		
Insurance Carrier:		Carrier Phone:		
Name		Member ID#		
Group/ Policy Number:		Other		

give my permission for me/ Minor to receive emergency medical I, treatment as deemed necessary/advisable by an employee, faculty member or agent of Point Park University at a hospital, clinic, urgent care facility, physician's office or other similar facility and authorize the release of any available medical information regarding such Participant as necessary to facilitate such treatment.

Any medical expenses that I/Minor may incur due to personal injury or illness are my financial responsibility and not that of the University and/or the Program. I understand and acknowledge that neither the nurse nor any other members of the University or Program's staffs are permitted to store, dispense or administer any medicines. I accept full responsibility for providing adequate health and accident insurance coverage for my protection.

Check this box if you do not have medical insurance.

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE:



**Resident Minor Consent to Leave Campus with Temporary Guardian** 

(Guardian Must Be Age 24 or Older Regardless of Relationship)

Submit this request by EMAIL (summerdance@pointpark.edu) **24 hours** in Advance and before **4 pm Monday through Friday** for each specific request. No request can be processed during a weekend since the office will be closed. A Resident Parent will call you to confirm all requests.

Name of Minor:		Age	В	irth date	
Temporary Guardian Information:	(As appearing on a valid	driver's license o	r other appro	priate form o	f identification)
Name of Temporary Guardian:		Relationship to Participant:			
Address	City		State	Zij	р
<b>Pick up:</b> Guardian must be at least 24 attendant before leaving with student.		valid driver's lice	nse to reside	nt chaperone	or desk
I am the parent/legal guardian ider leave with a Temporary Guardian		onsent for partic	eipant/Mino	r named abc	ove to
Pick-Up Day:		D	late:		
Estimated Pick-up time	H	Estimate Return T	ime		
While in the custody of Temporary than one address, indicated dates an			located at t	he following	address (if more
My phone # is:	I am availabl	le to speak on the	following da	ites and times	S.
I ASSUME AND ACCEPT ALL RISK above-identified Temporary Guardian, or may be or may have been caused by the n	an individual purporting to be				
I REMISE, RELEASE AND FOREVE and volunteers, from all liability, actions, from Minor being released by the Univer identified Temporary Guardian even thou been caused by the negligence of the Univ	causes of action, suits, judgm sity to the above-identified T gh such liability, actions, cau	nents, claims and de Temporary Guardia uses of action, suits,	emands and wa in, or an indiv judgments, cl	aive any claim idual purportir aims and dema	for damage arising ng to be the above- ands that may have
I certify that I am the parent or legal gua competent to sign this agreement. I certify Form, and agree to its terms in all respects	that I have carefully read and	l both fully understa	and this Assum	ption of Risk/l	

Relationship to Minor

Minor's Name, Printed Clearly

Signature of Parent/Guardian

Parent/Guardian's Name, Printed Clearly & Date

# 11:00 am TIMESLOT

## **ALL STUDENTS THREE & SIX COMPLETE**

Please do not hold on to the form, but mail it back to us so we can be better organized when you arrive. You will not be locked into this decision. You will have the option to change your mind up until the end of the first week.

## FIRST NAME

## LAST NAME

**Ladies**, please select only (1) one option. If you do <u>not</u> dance on Pointe, please select the (Tap class) or the (voice, acting a week and music class). All **males** must attend Male Technique and Pas de Deux.

The classes listed below are for the **11:00 timeslot**. If you do **NOT** want to dance on **POINTE**, then please select either Box B or C. If you are a male student, you must select Box D.

Again, everyone will have one week from the start of the program to change your option below. If you select Box C (tap) and decide after the first few classes that you would rather take Pointe classes, then stop in the office and ask to be changed. However, the last day for changes will be June 29.

Please return this form before the program begins ...

Mail: 201 Wood St, Pittsburgh, PA 15222 Email: <u>mshahen@pointpark.edu</u>

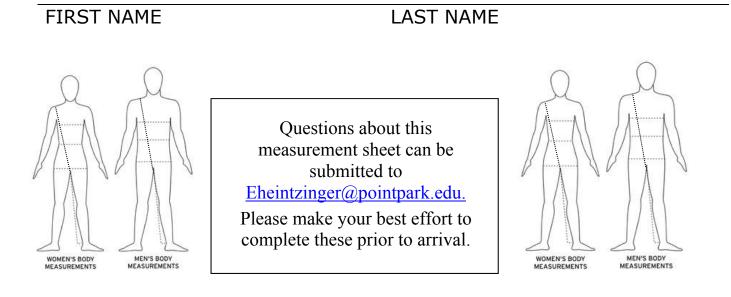
Please note that tap classes are available to everyone 2x a week in the afternoons. The 11:00 tap class is an extra tap class with mixed levels.

# PLEASE SELECT (1)ONE BOX - This is for the 11 to 12 timeslot.

Box A	Pointe Class
Box B	Voice (Mon & Wed), Acting (Tues & Thurs), Music for Dancers (Fridays)
Box C	Extra Tap Classes All levels (5 days a week)
Box D	I am a MALE student and will attend Male Technique and Pas de Deux.

Again, everyone will take Tap, twice a week, in the afternoon. The Tap class above is an extra Tap class offered 5 days a week.

# 6 SIX-WEEK STUDENTS ONLY Summer Dance Measurement sheet



Bust/Chest	Fullest pa	Fullest part of the bust or chest.						
Waist	NATURA	NATURAL waist, not the wearing waist.						
Hips	Fullest pa	Fullest part of the hips						
Full Girth	•	Starting at the right shoulder, take the tape between the legs and back up to meet the start of the tape at the right shoulder						
Inseam	Having the floor	Having the student hold the tape at the apex of their legs, measure to the						
Height	Standing Straight against the wall, measure the student from the floor to the top of their head							
Weight					e is fine			
Leotard Size	Leotard Size							
Tops	Ex-Sm		Small		Med		Large	
Bottoms (W	Bottoms (W/IS or 2, 4, 6)			• 				

NOTE: All performers must bring: Males: NUDE Dance Belt

FEMALES: NUDE Dance Thong

**Submit Button:** This document can be sent back via email. Simply click submit. A pdf will be attached to my email.



**Print Button**: Print to print document for your record or to complete by hand. If mailing, send to Point Park Summer Dance – 201 Wood St – Pittsburgh, PA 15222.



Reset Button: This will clear the entire form. Be carful.

