



ASSUMPTION OF RISK/RELEASE AGREEMENT FORM

THIS FORM IS REQUIRED FOR ALL FESTIVAL PARTICIPANTS

Institutional Contact: Please gather ASSUMPTION OF RISK/ RELEASE AGREEMENT FORM for each Festival Attendee and send together in one envelope to:

Point Park University
Pittsburgh Playhouse
201 Wood Street
Pittsburgh, PA 15222-1984
Attention: NHSDF Coordinator

*Attendees will not be admitted to the Festival without receipt of the online Registration Form and the signed Assumption of Risk / Release Agreement Form. **NO EXCEPTIONS WILL BE MADE.***

Hard copies are required. Please consider conserving paper by printing two-sided.

DUE DATE: FRIDAY, JANUARY 16, 2023

INSTRUCTIONS: PARTICIPANT AND GUARDIAN (IF PARTICIPANT IS A MINOR) MUST READ THIS ENTIRE AGREEMENT, AGREE TO THE TERMS SET FORTH HEREIN AND DEMONSTRATE UNDERSTANDING AND CONSENT TO THE TERMS CONTAINED HEREIN BY SIGNING THIS DOCUMENT.

Name of Participant: _____

Institution that the Participant is accompanying to the Festival: _____

Phone Number: _____

Address: _____

If Participant is a Minor:

Participant's Age: _____

Participant's Birth Date: _____

Parent/Legal Guardian Name: _____

Relationship to Minor: Father / Mother / Legal Guardian

Parent/Legal Guardian's Phone Number: _____

Parent/Legal Guardian's Address: _____

Program: The Point Park University ("University") hosted 2023 National High School Dance Festival,
March 1-5, 2023



By participating in the Program, Participant and Guardian (if applicable) understand, acknowledge and agree to the following:

- 1. General Disclaimer:** Participant and Guardian (if Participant is a Minor) understand and acknowledge that Point Park University, its principals, trustees, officers, agents, employees, members and volunteers (the "University") are not responsible for any injury, death, loss, theft, or damage sustained by Participant while participating in the Program, however caused, including by the negligence of the University.
- 2. Fitness for Participation:** Participant and Guardian (if Participant is a Minor) acknowledge that participation in the Program, includes risks inherent to dance and requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER** to Participant. Participant and Guardian believe and represent that Participant is qualified to participate in the Program and that if at any time Participant believes the conditions of the Program to be unsafe, Participant will immediately discontinue further participation in the Program.
- 3. Photo Release.** Participant and Guardian (if Participant is a Minor) grant to University, its representatives and employees the right to take photographs of me and my property in connection with the Program. Participant and Guardian (if Participant is a Minor) authorize University, its assigns and transferees to copyright, use and publish such photographs in print and/or electronically. Participant and Guardian (if Participant is a Minor) agree that University may use such photographs of me with or without my name, for any lawful purpose, including, for example, such purposes as publicity, illustration, advertising, and Web content.
- 4. Acknowledgment of Risks:** Participant and Guardian (if Participant is a Minor) have reviewed the Program, the physical environmental conditions under which the Program will be conducted, and acknowledge that they are familiar with the activities that Participant may participate in while a Participant in the Program. **The risks and hazards associated with Participant's participation in the Program include, without limitation, theft of personal property, unexpected and/or uninvited contact with other participants, spectators, or other third parties; falls related to slippery surfaces, spilled liquids, collisions, tripping hazards, missteps, and other mishaps; flaws and defects in equipment; irregular floor and/or facility conditions; negligent floor and/or facility maintenance; negligent coaching and participation. Risks may be caused by Participant's own action or inaction, the actions or inactions of other participants, the actions or inactions of spectators or other third parties, the condition of the facilities in which the Program takes place, including the risks of improper maintenance, neglect and dangerous physical conditions at facilities where the Program activities will occur and/or the negligence of the University.** Some risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to the University, Participant or Guardian or are not readily foreseeable at this time. Participant and Guardian **voluntarily assume all of these risks.** Participant and Guardian (if Participant is a Minor) acknowledge that they understand and agree to participate in the Program despite these known and unknown risks. The potential injuries that could result from participation in the Program include, without limitation, broken bones, dismemberment, 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, cuts, wounds, scrapes, abrasions, and/or spinal injuries, shock, electrocution, **paralysis, and/or death.**
- 5. Assumption of Risks:** Participant and Guardian (if Participant is a Minor) agree **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with, or related to Participant's 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, even though such risks may have been caused by the **negligence of the University.** This assumption and acceptance of all risks includes, without limitation, any medical expenses that Participant or Guardian may incur as a result of Participant's personal injury or illness.



- 6. Consent to Treat:** Participant and Guardian (if Participant is a Minor) permit Participant to receive emergency medical 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 as necessary to facilitate such treatment. Any medical expenses that Participant and/or Guardian may incur due to personal injury or illness are Participant and/or Guardian’s financial responsibility and not that of the University and/or the Program. Participant and Guardian **understand that the cost of potential medical procedures is expensive, and that all costs will be covered by Participant and/or Guardian’s insurance carrier or out of Participant and/or Guardian’s own pocket. If Participant and/or Guardian do not carry medical insurance, Participant and/or Guardian understand, acknowledge and agree to personally all costs of potential injuries and the medical treatment(s) required.**
- 7. Waiver, Release and Indemnification:** Participant and Guardian voluntarily consent to Participant’s participating in the Program. In consideration of the University’s acceptance of Participant’s participation in the Program, **Participant and Guardian, on their own behalf and on behalf of their heirs, assigns, personal representatives and next of kin agree:**
- a. **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.
 - b. **TO PROVIDE LEGAL DEFENSE, INDEMNIFY AND HOLD HARMLESS** and free from liability University, its principals, directors, officers, agents, employees, members and volunteers, from and against any and all claims for damages, demands, costs or expenses which Participant shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of any act, omission or negligence of Participant or arising from any accident or injury in connection with or attributable to the acts of Participant.

I HAVE CAREFULLY READ THE ABOVE DOCUMENT AND FULLY RECOGNIZE AND UNDERSTAND THE TERMS, CONDITIONS AND RISKS SET FORTH HEREIN. I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, WITH THE INTENT TO BE LEGALLY BOUND ON MY BEHALF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, AND THAT I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY FOR ANY AND ALL LEGAL ACTIONS AGAINST THE UNIVERSITY AND THAT I AM GIVING UP MY RIGHT TO SUE THE UNIVERSITY, INCLUDING CLAIMS ARISING FROM THE UNIVERSITY’S NEGLIGENCE. I UNDERSTAND THAT, IF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO ME, I SHOULD NOT PARTICIPATE AND I WILL NOT BE PERMITTED TO PARTICIPATE IN THE PROGRAM.

_____ **Date:** _____
Participant’s Signature

_____ **Date:** _____
Guardian’s Signature (if Participant is a Minor)