

# Solid Dance Battle Participant Release

## Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement (“Agreement”)

First Name	Last Name		Middle Initial
Street Address	City	State	Zip
Email Address	Telephone Number		
Emergency Contact Name	Emergency Contact Telephone		

**THIS IS A RELEASE OF LIABILITY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE DISCLOSURES OF RISKS, VOLUNTARILY AND EXPRESSLY ACCEPT AND ASSUME THOSE RISKS, ACCEPT FULL RESPONSIBILITY FOR YOUR OWN SAFETY AND AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT. THIS RELEASE AFFECTS YOUR LEGAL RIGHTS – PLEASE READ IT CAREFULLY.**

ENGAGING IN ACTIVITIES IN [DANCING ACTIVITIES] MAY RESULT IN DAMAGE TO PROPERTY, PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH.

This Agreement is between me and Solid Dance Battle, LLC ( “SDB”) and each of their respective successors, lessors, assignees, licensees, parent companies, subsidiaries, affiliates, related companies and business concerns, past and present, and each of them, as well as each of their partners, owners, trustees, directors, managers, officers, members, intellectual property holders, agents, attorneys, and employees, past and present (collectively referred to as “Releasees”). My acceptance acknowledges that I or the minor for whom I am a legal guardian (collectively referred to as “I”, “me”, or “my”) have voluntarily chosen to dance (for purposes of this this Agreement, the term “dance” is intended to be broadly defined to include, among other things, participating in the Solid Dance Battle, or otherwise any other artful expression of body movement or participation in activities constituting themed dance battles) (collectively, “Activities”), on any premises or facilities (“Facilities”) whether or not they are owned, maintained, or leased by SDB. In consideration of the permission granted to me by SDB to participate in the Activities and/or use the Facilities, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, I hereby AGREE, promise and covenant on behalf of myself, my spouse, heirs, assigns, personal representatives and estate, as follows:

1. **ACKNOWLEDGEMENTS OF RISKS:**

- (a) I UNDERSTAND AND ACKNOWLEDGE that use of the Facilities and/or participating in the Activities in which I am about to voluntarily engage are inherently dangerous, represent an extreme test of my physical and mental limits and condition, bear certain known risks and unanticipated risks that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or my property. I understand and acknowledge those risks may result in claims against the Releasees. However, I am making an informed choice to voluntarily accept and assume such risks due to the thrills, excitement and/or other benefits of participating in the Activities and/or using the Facilities, and I agree that the benefits of participating in the Activities and/or using the Facilities outweigh the risks, which include but in no way are limited to:
  - (1) The acts, omissions and/or negligence in any degree of the Releasees, or their agents or employees;
  - (2) the risks inherent in the Activities, including but not limited to any injuries such as: (a) broken bones (including cartilage) or fractures to any part of the human anatomy, including head, back, neck and spinal cord, (b) concussions, (c) dislocations, (d) torn ligaments and tendons, (e) sprains and strains, (f) cuts to the head, body and/or limbs, (g) torn nails, (h) bumps and bruises; and (i) eye injuries, including loss of sight;
  - (3) latent or apparent defects or conditions of the Activities and/or the Facilities;
  - (4) improper or inadequate instruction or supervision regarding the Activities and/or use of the Facilities;
  - (5) the behavior of co-participants or spectators;
  - (6) accidents or incidents in the Facilities, including but not limited to accidents or incidents in wet areas, such as the decks, tiled, concrete or other wet surfaces in and around the wave basin, hot tubs, showers, lockers and bathrooms; and/or

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(7) first aid, emergency treatment or services rendered or failed to be rendered by the Releasees, or their agents or employees.

Further, I acknowledge that any injuries I may sustain or illness I contract may be compounded by negligent emergency response(s) of the Releasees, any medical and/or emergency personnel or any other third party.

(b) I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that these and other risks, known or unknown, identified or unidentified, foreseeable or unforeseeable, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that (i) I am not under the influence of alcohol, narcotic or any drug, prescribed or otherwise, which would in any way impair my ability to participate in the Activities, (ii) I have the skill level necessary to safely participate in the Activities, (iii) I am in good physical and mental health and in proper physical condition to participate in the Activities, and (iv) I am not suffering from any condition, disease, illness or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own and/or supply in conjunction with those Activities. I FURTHER ACKNOWLEDGE that it is difficult or impossible for SDB to determine whether I have the proper training, experience or fitness level to participate in the Activities or use the Facilities, or for SDB to determine whether I fully comprehend any instructions or training provided at the Facilities, and I expressly acknowledge, accept, and assume all risks associated with inadequate training or experience whether or not such training or experience is provided at the Facilities and/or by or on behalf of SDB.

**2. VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY:** I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS, DISEASE, OR DAMAGE to me or to my property arising from and/or relating to my participation in the Activities and/or use of the Facilities.

**3. RELEASE AND INDEMNITY:** I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE the Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions and/or rights, which are related to, arise out of, or are in any way connected with my participation in the Activities and/or use of the Facilities, including, but not limited to any and all passive or active negligence or fault of the Releasees or for strict liability for abnormally dangerous activities. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all of my current and future participation in the Activities and/or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my spouse, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from my participation in the Activities and/or use of the Facilities.

**I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY the Releasees from all defense costs, including court costs, attorneys' fees, and/or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my spouse, my child, my heirs and/or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit that alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities and/or use of the Facilities.**

**4. RELEASE OF ALL RIGHTS RELATED TO MY AUDIO AND PHOTOGRAPHIC IMAGE:** I HEREBY IRREVOCABLY GRANT TO SDB and its parents, affiliates, subsidiaries, licensees, successors, and assigns, in perpetuity, the exclusive, worldwide right to: (1) make use of my name, voice, likeness, appearance, performance (including, without limitation, any musical performance), and image, and the results and proceeds thereof, as depicted in any type of photograph and/or recording provided by or taken of me in connection with my participation in the Activities and/or use of the Facilities, and/or related materials (collectively, the "Recordings") and to edit the same at SDB's discretion; (2) reproduce, print, publish, manufacture, distribute, exploit, sell and otherwise use the Recordings, and authorize others to do so, in any and all media, in whole or in part, with or without my name and biographical details attached thereto, for any purpose, an unlimited number of times; and (3) exhibit, distribute, market, advertise, promote, license, sell and/or otherwise exploit any and all content produced with the Recordings contained therein (collectively, the "Content"), in whole or in part, and authorize others to do so, in all forms of media now or subsequently known or developed.

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I understand and agree that: (i) this release and grant of rights shall not entitle me to any fees or other monetary compensation; (ii) this release and grant of rights includes, without limitation, any and all marketing, promotion and/or advertising that may occur anywhere and anytime on any media as used by SDB and/or its parents, affiliates, subsidiaries, licensees, successors, and assigns; (iii) as between SDB and me, SDB or its designees shall own the copyright in the Recordings, the Content and any materials produced in connection therewith; (iv) the Recordings and any services provided by me hereunder are on a “work for hire” basis for SDB under U.S. Copyright Law and any other applicable law; (v) to the extent any such services and/or Recordings are not considered a “work made for hire”, I HEREBY ASSIGN in perpetuity, all rights in and to such services and/or Recordings to SDB on an exclusive, worldwide basis, and such assignment shall be deemed irrevocable and coupled with an interest; (vi) I hereby waive any and all so-called moral rights of authors or “droit morale” in favor of SDB; (vii) SDB is not obligated to use my services or the Recordings; (viii) I hereby waive any right of inspection or approval of the Recordings or any use thereof; and (ix) SDB may freely license, transfer, sell or assign any or all of the rights granted to it herein to any person or entity for any purpose.

FURTHERMORE, I HEREBY FOREVER RELEASE the Releasees from any and all claims that I have or may have relating to the Recordings, the Content, any materials produced in connection therewith, and/or the rights granted herein and agree that in no event shall I seek or have the right to enjoin, interfere with or otherwise inhibit the development, production, exhibition, distribution, promotion or exploitation of the Recordings, the Content, or any materials produced in connection therewith, to rescind any rights granted hereunder or to claim further consideration for the same.

**5. FILMING/PHOTOGRAPHY:** I agree that I may only photograph, film or otherwise make a recording of the Activities, the (collectively, “Personal Images”) for my own personal non-commercial use and I will not authorize or permit any third parties to make use of any Personal Images without SDB’s approval in each instance. For the avoidance of doubt, to the extent I wish to use any Personal Images, or otherwise create or produce any audiovisual content (in any form) featuring the Activities, the Wave and/or the Facilities for commercial purposes, then any such use will be conditioned on the a negotiation of commercial terms acceptable to SDB.

**6. PERSONAL PROPERTY:** None of the Releasees shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person, or theft of my property and/or any personal effects. I agree that I am responsible for the security and safety of my property that I use, bring to, or leave at the Facilities, and that the Releasees cannot and do not guaranty the security or safety of my property. Should I leave any property at the Facilities or otherwise in the custody of any of the Releasees, I do so at my sole and absolute risk.

**7. CANCELLATION POLICY:** Tickets, costumes, and all merchandise for [dancing activities], including those Activities at any Facilities, is ordered on an as-needed basis and tailored to fit each participant, and specific SDB event. Therefore, SDB is providing me with a notice that any fees and/or merchandise associated with my participation in any SDB Activities, including any usage of SDB Facilities is non-refundable. SDB does not offer refunds if an event is cancelled and/or rescheduled due to a third-party event location owner/management closing their facility for any reason. Should the third-party location owner/management be unable to provide the location to SDB, the event will be rescheduled. However, under limited circumstances, SDB in their sole discretion may apply my registration fee to a subsequent SDB event. All costume and ticket sales are final, regardless of the circumstance, and NO returns will be accepted by SDB.

**8. GENERAL:** I understand that this Agreement is the entire agreement between the undersigned and the Releasees with respect to the subject matter hereof, and that it cannot be modified or changed in any way by the representations or statements of the Releasees or any employee or agent of the Releasees, or by the undersigned, unless in a writing signed by the parties hereto. I understand and AGREE that this Agreement is severable and that if any clause is found to be invalid, the balance of the Agreement will remain in effect and will be valid and enforceable. I AGREE that this Agreement shall be governed by the laws of the State of California (without giving effect to any provision that would result in the application of another jurisdiction’s laws) and AGREE that any dispute or suit I have with the Releasees will be subject to jurisdiction only in the state courts located in Orange County, California, and I waive any defense that such forum is not convenient or proper. The provisions of this Agreement are intended to be interpreted and enforced to the fullest extent allowed by law.

**SIGNATURE PAGE TO FOLLOW**

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I AGREE that when I sign (or, if a minor, when my parent or guardian signs) this Agreement, it will be irrevocable and binding on all parties, subject to the terms and conditions hereof, and all of the terms and conditions of this Agreement shall apply to my current participation and all future participation in the Activities and/or use of the Facilities in perpetuity.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS BELONGING TO ME AND I DO SO FREELY AND VOLUNTARILY.

Participant's Legal Name (please print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

(If Participant is a minor) Legal Guardian's Name (please print): \_\_\_\_\_

(If Participant is a minor) Legal Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Solid Dance Battle Participant Release

## AFFIDAVIT OF PARENT OR LEGAL GUARDIAN

(Minor: Under 18 years of age)

I, the undersigned, declare that, I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to use the Facilities, participation in the Solid Dance Battle and/or other Activities the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to this Agreement. I am signing those documents freely without any fraud or duress and acknowledge that I have read and understand the same. In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify Releasees if any claim or litigation is instituted as a result of any injury, illness or death or claim for damage arising out of, relating to, or in any way connected with such minor's participation in Solid Dance Battle, and participating in other Activities and/or use of the Facilities. I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my child's or my ward's behalf; provided however, I acknowledge and agree that the Releasees have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this Agreement.

Minor Participant's Legal Name (please print): \_\_\_\_\_

Legal Guardian's Name (please print): \_\_\_\_\_

Legal Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_