



## American Dance Festival in CLE Summer Dance Workshop– July 23-27, 2019

### INFORMED CONSENT, RELEASE OF LIABILITY AND INDEMNIFICATION

I understand and acknowledge that the AMERICAN DANCE FESTIVAL IN CLEVELAND SUMMER DANCE WORKSHOP (hereafter referred to as “ADFinCLE”) may involve activities including indoor physical activities. If I have any concerns regarding my physical ability to participate in any activity of ADFinCLE, I should and will consult with a physician. I understand and acknowledge there are dangers, hazards and risks to which I may be exposed by participation in ADFinCLE and/or related activities sponsored by ADFinCLE. Understanding fully these dangers, hazards and risks may be present; I consent to my participation in ADFinCLE and acknowledge that this participation is voluntary. I assert that there are no health-related reasons or problems which preclude or restrict my participation in ADFinCLE and associated activities, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury.

I willingly agree and give my consent to allow DANCECleveland (referred to as “Presenter”), ADF, and Cleveland State University (hereafter collectively referred to as “Affiliates”) to enter data about me into their respective computer information systems.

I understand that the Presenter and Affiliates do not represent or act as agents for, and cannot control the acts or omissions of any provider of goods or services involved in ADFinCLE and I hereby release the Presenter and Affiliates, and their respective trustees, officers, employees, and agents from any injury, loss, damage, accident, delay or expense arising out of any such matters.

In consideration for my, \_\_\_\_\_ (participant’s name, printed) participation in ADFinCLE and of the services, facilities, and other assistance provided to me by the Presenter and Affiliates in ADFinCLE, I assume all of the risks to me, or my property, in any way associated with ADFinCLE and hereby forever release, hold harmless and indemnify the Presenter and Affiliates, and their respective trustees, employees, and agents from any and all liability, claims, actions, suits, losses and costs or related causes of action for damages, including, but not limited to, such claims that may result from my injury or death, accidental or otherwise, during or arising in any way from my participation in ADFinCLE and associated activities, from the negligence of the Presenter and Affiliates and their respective trustees, employees or agents and/or the act or failure to act by the Presenter and Affiliates, and their respective trustees, employees, or agents.

I hereby in advance release, waive, forever discharge, and covenant not to sue the Presenter and Affiliates, and their respective trustees, officers, agents, employees, and any students acting as employees (hereafter collectively called the “Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any

property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while participating in ADFinCLE.

I also understand and agree that the Releasees do not have medical personnel available at ADFinCLE. I understand and agree that the Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by the Releasees shall be subject to the terms of the Agreement. I understand and agree that the Releasees assume no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. I also understand and agree that the Releasees shall not be responsible financially or in any way for any emergency medical treatments I should receive.

I recognize that this Informed Consent, Release of Liability and Indemnification means I am giving up, among other things, rights to sue DANCECleveland, Cleveland State University, and AMERICAN DANCE FESTIVAL, and their respective trustees, employees and agents for injuries, damages or losses I may incur. I also understand that this Informed Consent, Release of Liability and Indemnification bind me, and my heirs, executors' administrators, and assigns. I agree that if any term or provision of this Informed Consent, Release of Liability and Indemnification shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall remain in full force and shall not be affected thereby.

I have read this entire Informed Consent, Release of Liability and Indemnification and I fully understand it and agree to be legally bound by it. I affirm that my questions regarding my participation in ADFinCLE and associated activities have been answered to my satisfaction. I understand that I sign this document as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I understand that DANCECleveland, Cleveland State University and AMERICAN DANCE FESTIVAL do not require me to participate in ADFinCLE, but I want to do so, despite the possible dangers and risks and despite this Informed Consent, Release of Liability and Indemnification.

**THIS IS A RELEASE OF YOUR RIGHTS. READ CAREFULLY BEFORE SIGNING.**

---

Signature of Participant

---

Date

---

(Please Print) Participant Name

---

Signature of Parent/Gardian (if under 18)

---

Date

## American Dance Festival in CLE Summer Dance Workshop- July 23-27, 2019

### MEDIA CONSENT

I hereby acknowledge, I grant irrevocable permission to DANCECleveland (hereafter referred to as the "Presenter"), Cleveland State University and AMERICAN DANCE FESTIVAL (hereafter collectively referred to as "Affiliates") to use my name, photograph, video, likeness, voice, statements or biological material (collectively, "Material") associated with the AMERICAN DANCE FESTIVAL in CLE Summer Dance Workshop ("ADFinCLE") in any and all manner and media throughout the world, in perpetuity. I waive any right that I may have to inspect or approve any such use.

I agree that the Materials may be edited, adapted, expanded, revised, or modified at the sole discretion of the Presenter and its Affiliates. I consent to use of the Materials in connection with publicity, advertising, promotion, publication, and any other purposes. I understand that the Presenter and its Affiliates may use the Materials in any media or format it chooses, whether or not for profit, including without limitation television, radio, print, promotional materials, and Internet.

If I am an employee of the Presenter or its Affiliates, all Material subject to copyright protection shall be a work-for-hire. If, for any reason, Material is deemed not to be a work-for-hire by a court of competent jurisdiction, then this agreement shall constitute an irrevocable assignment for the worldwide copyright in Material to the Presenter or its Affiliates.

I agree that no aspect of this agreement or participation in ADFinCLE makes me an employee of the Presenter or its Affiliates.

I agree to release and discharge the Presenter and its Affiliates from all claims, liabilities, losses, and costs (including without limitation, attorneys' fees and other costs of defense) that I may now or hereafter have against any of them arising out of or relating to my participation in the Event(s) the Presenter's or any Affiliate's exercise of rights granted by this agreement, including without limitation, claims for compensation, defamation, infringement, and invasion of privacy. I agree to indemnify and hold harmless the Presenter and its Affiliates from and against any liabilities, losses, claims, costs (including without limitation attorneys' fees and other costs of defense) and expenses arising out of or relating to my breach of this agreement.

**This agreement impacts my legal rights and duties. I have read this document and fully understand it. Agreed and accepted:**

\_\_\_\_\_  
Signature of Participant or Grantor (if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Please Print) Participant/Grantor Name

**\*IF NOT granting consent, please write brief description (below) of your appearance:**

## American Dance Festival in CLE Summer Dance Workshop- July 23-27, 2019

### EMERGENCY CONSENT / CONTACT

Consent is granted to the staff of Cleveland State University to arrange medical services through appropriate facilities and/or medical services provider(s) to (participant's name printed): \_\_\_\_\_, as may be appropriate to the circumstances throughout my participation in the AMERICAN DANCE FESTIVAL in CLE SUMMER DANCE WORKSHOP. I agree to pay all charges for the treatment of illness or injury of my child during the AMERICAN DANCE FESTIVAL in CLE SUMMER DANCE WORKSHOP. I understand that I have primary responsibility for payment of all charges, whether or not I am covered by health or medical insurance.

\_\_\_\_\_  
Signature of Participant/Grantor (if under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Please Print) Participant/Grantor Name

### ***Emergency Contact:***

\_\_\_\_\_  
First name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Relationship to participant

\_\_\_\_\_  
Phone