

I, the undersigned participant in BD Performing Arts, or the parent/guardian of the below listed participant in BDPA (if participant is under the age of eighteen), acknowledge and fully understand that each participant in BDPA will be engaging in activities that involve the risk of serious injury, including permanent disability or death, which might result not only from the participant's action, inaction or negligence, but also from the action, inaction or negligence of others, the condition of any premises (including, without limitation, football fields), risks created by the forces of nature, and hazards of travel by air, train, bus, automobile, and other means, including, without limitation, walking and/or driving, or being driven to and from rehearsals and other activities. Furthermore, there may be other unknown risks that are not reasonably foreseeable at this time.

Accordingly, I acknowledge, fully understand and agree that I assume all of the foregoing risks and accept personal responsibility for any and all damages following such injury, permanent disability or death, and hereby release, discharge and covenant to indemnify and not to sue BDPA, its instructors, managers, employees and associated personnel, officers, directors, agents, members, volunteers and representatives, from any and all liability to the undersigned, and to his/her heirs and next of kin, against any and all claims by or on behalf of the participant as a result of the participant's participation in BDPA.

I agree to indemnify and defend BDPA against all claims, causes of actions, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may arise in connection with the participant's participation in BDPA. In an event of participant's illness, I hereby authorize any of the directors, officers, managers, instructors or chaperones of BDPA who are present to consent to whatever x-ray, examination, anesthetic, medical, surgical, or dental diagnosis, treatment, pain control, other invasive treatments and/or hospital care that may be considered necessary for the participant in the reasonable judgment of the attending physician, surgeon, or dentist and to be performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing such medical or dental services. I agree to be financially responsible for the cost of such assistance and/or treatment. I recognize and agree that the directors, officers, managers, instructors and/or chaperones of BDPA consenting to such health care may reasonably and in good faith rely upon the advice furnished to him or her by the attending licensed health care provider(s).

I also give permission for my personal, protected medical information provided on any personal protected health information collected by personnel of BDPA, to be released to any hospital and/or clinic providing treatment, to BDPA management, and to any insurance company representing BDPA. This form may be photocopied for use out of rehearsals, performances and tour.

I agree that all claims that may arise from participant's participation in BDPA shall be resolved under California law. I have read the above waiver/release and understand that I have given up substantial rights by signing this release and sign below voluntarily. I understand that this document may not be altered in any manner without the express written consent of the Director of BDPA and that any unauthorized alteration will cause the participant to be removed from BDPA.

NOTICE: THIS AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT MUST BE COMPLETED BEFORE THE MEMBER MAY PARTICIPATE IN BDPA. TREATMENT FOR INJURY WILL BE BASED UPON INFORMATION PROVIDED HEREIN. IF MEMBER IS UNDER 18, A PARENT OR GUARDIAN MUST SIGN THIS FORM.

X

Student Signature

Print Name

Date

Parent/Guardian Signature

Print Name and Relationship

Date

(A parent or legal guardian must sign if the student is under 18 years old.)