

EXHIBIT C TO THE BDPA MEMBER AGREEMENT
BDPA EMERGENCY MEDICAL RELEASE AND LIABILITY WAIVER

I, the undersigned participant in BD Performing Arts (“**BDPA**”), or my parent/guardian if I am under the age of eighteen (“**I**”), acknowledge and fully understand that I am voluntarily participating in BDPA, and I will engage in activities that involve the material risk of serious physical and/or psychological injury, including permanent disability or death, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss, which might result not only from my action, inaction or negligence, but also from the action, inaction or negligence of others, the condition of any premises (including, without limitation, football fields and/or parking lots), 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, or any events incidental to this activity, or the condition of the activities location(s) or facilities. Furthermore, there may be other unknown risks that are not reasonably foreseeable at this time.

Accordingly, I acknowledge, 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 whether known or unknown to me, including travel to and from BDPA activities (including air travel) or any events incidental to BDPA activities.

In consideration of my participation in BDPA, I hereby fully and without limitation release and discharge BDPA, and its agents, representatives, partners, officers, directors, volunteers, staff members, employees, attorneys, affiliates, successors and assigns (collectively, “**BDPA Affiliates**”), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature (“**Claims**”), which I may now have or claim to have against, or claim from, BDPA or any BDPA Affiliates, as a result of my participation in BDPA, to the maximum extent permitted by applicable law. I shall not commence a lawsuit or participate in any legal action whatsoever against BDPA or any BDPA Affiliate as a result of, or in connection with, my participation in BDPA.

I further acknowledge and agree that I expressly waive my rights under § 1542 of the California Civil Code or any similar law of any state or territory of the United States. I acknowledge that such § 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

As a result of the foregoing, the above release extends to all of my rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation whether known or unknown, foreseen or unforeseen, patent or latent, which I may currently or in the future possess. I understand and acknowledge the significance of such a specific waiver of § 1542 of the California Civil Code. I understand and acknowledge that in the event the facts underlying the foregoing release are found to be other than or different from the facts now understood by me to be true, I expressly accept and assume the risks of such possible differences in facts and agrees that the release set forth herein shall remain in full force and effect, notwithstanding any such difference in facts.

In an event of my 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 me 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 understand and agree to be solely and exclusively 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 agree to hold BDPA harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including reasonable attorney's fees, as a

result of my participation in BDPA, including travel to and from BDPA activities (including air travel) or any events incidental to BDPA activities. If BDPA incurs any of these types of expenses, I shall reimburse BDPA.

I also give my express 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, as provided for under California law. This form may be photocopied for lawful use in connection with BDPA rehearsals, performances, and touring activities.

I agree that all claims that may arise from my 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 Emergency Medical Release and Liability Waiver may not be altered in any manner without the express written consent of the Director of BDPA and that any unauthorized alteration will cause me to be removed from BDPA.

NOTICE: THIS AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT MUST BE EXECUTED BEFORE YOU 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.

THIS EMERGENCY MEDICAL RELEASE AND LIABILITY WAIVER SHALL EXPIRE ON SEPTEMBER 1, 2023.

Acknowledgment & Authorization

I have read and acknowledge the rights and claims and agree to abide by the terms and conditions thereof, as well as the authorization for emergency medical treatment.

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.)