

## WAIVER AND FULL RELEASE OF LIABILITY

Regarding the activity referred to as the "Park City Ballet Bus," and in consideration of the risk and injury that exists while participating in the activity, including activities before, during, and after the activity, and in consideration of my desire to participate in said activity and being given the opportunity to participate in same:

I hereby, (and collectively for myself, my heirs, executors, administrators, assigns, agents or personal representatives) knowingly and voluntarily enter into this waiver and full release of liability and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the activity; and

I release and forever discharge and hold harmless Ballet West and Ballet West Guild (including their affiliates, managers, members, agents, attorneys, employees, staff volunteers, heirs, representatives, predecessors, successors and assigns) from any and all claims or causes of action of any kind arising out of my participation in the activity; and

I expressly acknowledge that I am voluntarily participating in the activity entirely at my own risk and I am aware there are known and unknown risks associated with participating in the activity which may include but are not limited to physical, psychological, and emotional injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss and death. I understand that these injuries or outcomes may arise from my own or others' negligence related to the activity or from conditions before, during, or after the activity. Nonetheless, I assume all related risks, both known and unknown, arising from my participation in the activity.

I further agree to indemnify, defend, and hold harmless Ballet West and Ballet West Guild (including their affiliates, managers, members, agents, attorneys, employees, staff volunteers, heirs, representatives, predecessors, successors and assigns) against any and all claims, suits, or causes of actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or others on my behalf including attorney's fees and any related costs.

I further acknowledge that Ballet West and Ballet West Guild (including their affiliates, managers, members, agents, attorneys, employees, staff volunteers, heirs, representatives, predecessors, successors and assigns) are not responsible for errors, omission, acts, or failure to act of any party or entity in relation to the activity.

I further agree to be financially responsible for any and all costs that may be incurred by me as a result of any medical treatment that may arise out of my participation in the activity. I am aware and understand that I should carry my own medical insurance.

I further acknowledge that I have carefully read this waiver and release and fully understand that it is a release of any and all liability. I expressly agree to release and discharge Ballet West and Ballet West Guild (including their affiliates, managers, members, agents, attorneys, employees, staff volunteers, heirs, representatives, predecessors, successors and assigns) from any and all liability and I voluntarily give up or waive any right that I otherwise have to bring a legal action for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Ballet West and Ballet West Guild (including their affiliates, managers, members, agents, attorneys, employees, staff volunteers, heirs, representatives, predecessors, successors and assigns).

In the event any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions of neglect or recklessness

This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during the initial and all subsequent events of participation.

\_\_\_\_\_  
Participant Print Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date