

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

**NOTICE – THIS IS A LEGAL DOCUMENT THAT CONTAINS A GENERAL RELEASE.
It should be read carefully and understood fully before signing.**

This Release and Waiver of Liability (“Release”) is executed in favor of Regional Dance America, Inc., an IRS recognized §501(c)(3) Texas nonprofit corporation (“RDA”) and its directors, trustees, officers, employees, volunteers, members, agents, and successors; Regional Dance America/Southeast, Inc., a Georgia nonprofit corporation (“RDA/SE”) and its directors, trustees, officers, employees, volunteers, members, agents, and successors; and RDA/SE Member Company _____, a _____ nonprofit corporation (“Member Company”) and its directors, trustees, officers, employees, volunteers, members, agents, and successors (individually a “Released Party” and collectively the “Released Parties”) by the individual signing below whether the actual participant or the parent/guardian of participant hereafter referred to as “Participant”.

Participant desires to participate in the *2024 RDA National Festival* (“Festival”), a four-day event that includes but is not limited to master classes, performances, award ceremonies, and dancer celebrations providing dancers the opportunity to grow their training and artistry under the guidance of nationally recognized dance professionals, taking place April 24 - 27, 2024 at the Ocean Center, Peabody Auditorium, Hilton Daytona Beach Oceanfront Resort, Daytona Beach Bandshell and other potential areas in the Daytona Beach, Florida area (the “Activities”). Released Parties are each willing to have Participant to participate in the Activities on the condition that Participant sign this Release, pay the fees and comply with the rules of the Festival.

In consideration of Released Parties willingness to permit Participant to participate in the Festival and the Activities and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Participant, Participant does hereby freely, voluntarily and without duress execute this Release for and on behalf of Participant and Participant’s heirs, successors, beneficiaries and assigns including the following terms:

1. Waiver and Release. Participant covenants not to sue and does hereby release, forever discharge, indemnifies and holds harmless the Released Parties from any and all liability, losses, costs, expenses, claims, demands and causes of action of whatever kind or nature, either in law or in equity, arising out of or relating to Participant's participation in the Festival and Activities. Participant understands and acknowledges that this Release discharges the Released Parties from any liability or claim that the Participant may have against the Released Parties including but not limited to (i) any claim for any bodily injury, personal injury, illness (including but not limited to Covid-19), death, or property damage or (ii) any first aid or medical treatment rendered in connection with the Festival and/or Activities, that may arise out of, occur during or result from the Festival and/or Activities, regardless of whether caused in whole or in part by an act or omission of a Released Party. Participant also understands that, except as otherwise agreed to by a Released Party in writing, the Released Parties do not provide any financial assistance of any kind, including, but not limited to, medical, health or disability insurance coverage for any participant attending the Festival and/or participating in the Festival and Activities.

2. Medical Treatment. Participant hereby authorizes each employee, volunteer, staff member and independent contractor of the Released Parties: (1) to act on Participant’s behalf in providing first aid and securing all appropriate medical treatments for Participant in the event of injury or illness to Participant; and (2) to act on Participant’s behalf in accepting financial responsibility (which shall be borne solely by Participant) for all first aid and medical treatment secured for Participant. Participant covenants not to sue and hereby releases, discharges, defends and holds harmless the Released Parties from any claim, demand or cause of action whatsoever arising out of or relating to any first aid or medical treatment rendered in connection with the Participant's participation in the Festival and Activities.

3. Assumption of the Risk. Participant understands that the Festival and Activities may involve activities that may be hazardous to the Participant, including but not limited to strenuous physical activities, dancing, leaping, running, potential exposure to employees, volunteers, or other individuals, including members of the public, who may be infected with COVID-19 or other harmful virus or bacteria. Participant acknowledges and fully understands that Participant may be engaging in activities that involve risk of serious injury, including permanent disability, disfigurement or death, and severe social and economic losses might result not only from their own actions, inactions, or negligence, but the action, inaction or negligence of others, or the condition of the premises or equipment used. Participant also understands that the Festival and Activities may involve inherently dangerous risks including but not limited to physical injuries such as sprains, strains, bone breaks, head injuries and lack of hydration. Participant hereby expressly and specifically assumes the risk of damage, injury, harm or death in connection with the Festival and Activities.

4. Additional Assumption of the Risk. Participant understands that as a part of dance instruction, an instructor, faculty member, adjudicator, or choreographer may make physical contact with Participant including but not limited to illustrating a concept, adjusting alignment, supporting or lifting Participant in a partnering activity. Participant has received, read, understands, accepts and agrees to abide by **RDA's Physical Contact in Dance Policy, attached as Exhibit B to this Release.** Participant hereby expressly and specifically assumes the risk of damage, injury, harm, whether physical or mental, or death in connection with this specific aspect of dance instruction at the Festival and as part of the Activities.

5. Age. Participant hereby certifies that as of the date of signing this Release, Participant is 18 years of age or older. OR If Participant is under 18 years of age, this Release must be signed by a Parent or Legal Guardian. The signature of an individual in the Parent/Guardian signature block below certifies that he or she is the Parent or Legal Guardian of the actual participant with full legal authority to bind actual participant and the Parent or Legal Guardian, both referred to herein as Participant, to the terms of this Release.

6. Media Release. Participant agrees to allow Participant to be photographed or recorded in other media, such as video or audio recordings, in connection with the Festival and Activities or other activities or events of Released Parties. Participant grants and conveys to Released Parties all right, title and interest in any and all photographic images and video or audio recordings made by or for Released Parties during Participant's participation in the Festival and Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

7. Participant Conduct and Rules. Participant has received, read, understands, accepts, and agrees to abide by the **RDA Code of Conduct attached as Exhibit A to this Release.** Participant also agrees to observe and obey all posted rules and warnings and agrees to follow any oral and/or written instructions or directions given by the Released Parties, and/or their directors, trustees, officers, employees, volunteers, agents, and representatives. Participant hereby certifies that Participant is physically fit and sufficiently prepared or trained for such participation in the Festival and Activities, has no health-related reasons or problems which preclude participation, and has not been advised by a medical professional not to participate.

8. Governing Law. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Release shall be governed by and interpreted in accordance with the Laws of the State of Texas without giving effect to its conflict of laws rules. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Participant agrees that the sole and exclusive jurisdiction and venue for litigation between Participant and RDA shall be a state or federal court having jurisdiction over Harris County, Texas.

BY SIGNING, PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT PARTICIPANT IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ORGANIZATION.

Participant Signature _____

Date: _____

Age as of date of signing this Release (if a minor) _____

Printed Name _____

Address _____

City/State/Zip _____

If Participant is under 18 years of age, the Release must be signed by a Parent or Legal Guardian:

Parent/Guardian Signature _____

Date: _____

Printed Name _____

Address _____

City/State/Zip _____

EXHIBIT A TO PARTICIPANT RELEASE

REGIONAL DANCE AMERICA CODE OF CONDUCT

Each RDA Festival is an annual celebration of the art of dance, its ongoing growth and its significance to society. Recognizing that the attending company directors, their dancers, chaperones and observers represent something grander than themselves, the following code of ethics has been adopted by the RDA Board of Directors to foster a positive, supportive, professional and inclusive environment. All dancers must agree to and sign this code of conduct in order to attend an RDA Festival.

1. I represent the art of dance and therefore will conduct myself in a courteous, supportive and professional manner at all times.
2. I will refrain from using any critical comments, in any language, about individuals or companies at any time.
3. I will attend and arrive on time to all classes and other Festival events, unless excused by my director or chaperone.
4. I will wear my badge at all times. Replacement badge is \$5.00
5. I will refrain from smoking, drinking alcohol or engaging in sexual behavior unless I am legally allowed to, and in that case, I will conduct this behavior in the privacy of my own hotel room. Also, I will not use any illegal drugs during an RDA Festival.
6. I will refrain from eating and chewing gum in the classrooms.
7. I will wear some form of cover-up at all times when not inside the classrooms. I will also wear some form of robe or cover-up when going back and forth between guest rooms in the hotel.
8. I will refrain from making noise that disturbs other guests while in my hotel room, in the hotel hallways and in the hotel elevator. I will be especially sensitive to the other guests between the hours of 10:00 pm and 7:00 am.
9. I will practice all theater etiquette, such as not talking during performances and remaining seated until the final curtain. I will also refrain from inappropriate cheering and screaming when I am a member of the audience. All cell phones must be on silent.
10. I will respect and submit to all those in authority, including all company directors, my chaperones, and Festival coordinators.

I, _____, will make every effort to abide by these principles of the RDA Code of Conduct. I understand that if I do not abide by these principles, then I may be dismissed from the Festival and that no refund will be given to me by the Festival host or by my home company.

EXHIBIT B TO PARTICIPANT RELEASE

REGIONAL DANCE AMERICA PHYSICAL CONTACT IN DANCE POLICY

Regional Dance America (“RDA”) hosts at least one, and sometimes multiple, in person training events each year including its yearly National Choreography Intensive and Training Program and a National Festival occurring every five to seven years. The Regions of Regional Dance America, which are five separate 501(c)(3) nonprofit corporations, each hold a Festival every year except when a National Festival occurs. As part of these events, adjudicators and faculty are teaching students and interacting with them directly while in a group setting.

Classical ballet along with other dance forms are physical activity and appropriate physical contact between students and faculty or adjudicators in class is essential to dance training. Faculty and adjudicators may make appropriate physical contact with a student to illustrate a concept or to adjust a student’s alignment. In *partnering* classes, faculty demonstrate with students in ways which involve supporting and lifting. In choreographic teaching, faculty and adjudicators demonstrate positions and movements to the students by moving parts of the students’ bodies and by moving dancers in relation to each other: this often involves physical contact with students. Faculty and adjudicators use varied methods of physical correction which are deemed within the realm of appropriate contact for the sole purpose of promoting a student’s technique and artistry.

RDA recognizes that some students may prefer not to have physical contact. While RDA encourages its faculty, adjudicators, and choreographers to ask students prior to making physical contact for educational purposes as described generally above, contact could be made without a prior question. As a result, **RDA encourages students to speak up and to request no physical contact from a faculty member, teacher, adjudicator, or choreographer if that is what they desire and what will make them comfortable. If a student does not wish to have physical contact while attending an RDA training event and is unwilling to or unable to speak up about this desire to not have physical contact, it is the responsibility of the student’s guardians and/or dance company Artistic Director to designate a representative to be with that student at all training classes and rehearsals to advocate for that student. IT IS ULTIMATELY THE RESPONSIBILITY OF THE STUDENT, THE STUDENT’S GUARDIANS AND THE STUDENT’S DANCE COMPANY ARTISTIC DIRECTOR TO ENSURE THE DANCER’S WISHES ARE MADE KNOWN.**