

As Consideration for being allowed to enter the studios and/or Participate in any activity and/or program at Metropolitan Ballet Theatre (MBT) the undersigned on the registration form, on his or her behalf, and on the behalf of his/her Participant(s), acknowledges, appreciates, understands, and agrees to the following:

- 1: I represent that I am the parent or legal guardian of the Participant(s) whom I have registered for programming at MBT, or I have obtained permission from the parent/legal guardian of the Participant(s) to execute this agreement on their behalf.
- 2: I acknowledge and understand that dance is a physical sport and there are known and unknown risks associated with participation in MBT activities, and the use of the studios, common space and all other MBT equipment, which could result in: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
- 3: I, for myself and my Participant(s), willingly assume all known and unknown risks associated with participation and accept that there are also risks that may arise due to OTHER PARTICIPANTS which I also willingly assume.
- 4: I agree that my Participant(s), and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any MBT Program.
- 5: I, for myself, my Participant(s), our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the Board of Directors, Staff, and Volunteers of Metropolitan Ballet Theatre, Inc., their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all injuries, liabilities or damages from participation.
- 6: I additionally agree to indemnify and defend Metropolitan Ballet Theatre, Inc., its predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation.
- 7: I and my Participant(s) are of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion, and acknowledge that I have legal authority to sign the registration form for the participant.
- 8: I understand that entry, by myself and my Participant(s), constitutes consent for MBT to use any film, video, or likeness of participants for any purpose whatsoever, without payment to the participant. I also understand that I and my participants may be video-recorded by MBT's surveillance system.
- 9: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 10: Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party to the controversy, claim or dispute to binding arbitration in Montgomery County, Maryland before a single arbitrator from the panel of Creative Dispute Resolutions in accordance with the rules of the American Arbitration Association then in effect.

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Metropolitan Ballet Theatre & Academy is a 501(c)(3) nonprofit arts education organization. Donations are gratefully accepted and are tax-deductible to the extent allowed by law.