

RELEASE AND WAIVER FORM

Every participant must submit a signed form in order to participate in the PTC Performances LLC / Open Call Dance Competition.

CITY _____

PARTICIPANT	NAME OF PARENT/LEGAL GUARDIAN	EMAIL
ADDRESS	CITY, STATE & ZIP	PHONE NUMBER

Refunds. All registered entry fees are non-refundable. No exceptions. If a number is disqualified or unable to perform a refund will not be given.

Credits. On a case-by-case basis, registered participants who wish to withdraw prior to the competition start date due to bodily injury may do so if authenticated with an official doctor's note. Studio/Participant will be credited the cost of their entry fee(s) to be used towards a future competition produced by PTC PERFORMANCES, LLC, Open Call, minus a \$25 administrative fee valid for one year. No credits will be given for any other reason.

Disclaimer. Open Call staff reserves the right to remove any person (or persons) who present(s) potential harm, danger or disruption to themselves or anyone around them while attending the event. Also please note, due to contractual obligations Open Call guarantees at least three (3) judges on the panel in each city. Open Call judging panel is subject to change.

Liability Release. For good and valuable consideration (*i.e.*, the opportunity to participate in Open Call), the receipt and sufficiency of which are hereby acknowledged, I agree to release and to hold harmless the PTC Performances, LLC event Open Call, the facility on whose premises Open Call Competition I am attending will occur (the "Location"), and the respective directors, officers, representatives, members, agents and employees of Open Call and the Location and their respective affiliates (hereinafter collectively "Releasees") from any and all liability, whether based on negligence, contract, tort, statute or otherwise, for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Open Call Competition I am attending (the "Event"), including but not limited to any claim arising out of or connected with any illness or injury (whether minimal, serious, catastrophic and/or death) that I may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by me or by any other persons on account of damages of any type or character incurred by me in any way by reason or result of the foregoing activities. I further agree to reimburse and to make good to Releasees any loss, damages, or costs Releasees may have to pay as a result of any such action, claim, or demand, including but not limited to attorneys' fees.

Medical Release. I, for myself and on behalf of any Minor who I permit to attend the Event, acknowledge and agree that participation in the Event subjects me to the risk of physical illness or injury (minimal, serious, catastrophic and/or death) and that I acknowledge that I am assuming the risk of such illness or injury by participating in the Event. In the event of such illness or injury, I authorize Open Call to obtain necessary medical treatment for me and hereby release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related costs and bills for services that may be incurred by me for any illness or injury that I may sustain during the Event and while traveling to and from the site for the Event whether or not the Event actually occurs.

Event Rules. I, for myself and on behalf of any Minor who I permit to attend the Event, acknowledge and understand that Open Call has established rules pertaining to conduct, behavior, and activities of all Event participants, and I, for myself and on behalf of any Minor who I permit to attend the Event, agree to abide by these rules and to be responsible for any failure on my or our behalf to abide by these rules:

- Videotaping and flash photography are strictly prohibited inside the auditorium/theatre while the competition is in session.
- PTC Performances, LLC, Open Call will not be responsible for lost or stolen items.
- All entry fees are non refundable. If a routine is disqualified or unable to perform a refund will not be given.
- All Open Call Competition participants must wear a cover up when leaving on-site premises.
- PTC Performances, LLC, Open Call will not be held accountable for supervision of any person (or persons) on-site.
- Use of alcohol, [non-prescription?] drugs, or tobacco products is strictly prohibited on-site.

Supervision. A chaperone (age 21 or older) is required to attend Open Call with participants under the age of 18. The chaperone will be responsible for supervising the participant(s) throughout the event, on and off site.

Applicable Law and Consent to Jurisdiction. This Release and Waiver shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. I, for myself and on behalf of any Minor who I permit to attend the Event, hereby consent to the exclusive jurisdiction of any state or federal court located within the State of New York in connection with all actions or proceedings arising out of or relating to this Release and Waiver Agreement. I, for myself and on behalf of any Minor who I permit to attend the Event, accept, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and waive any defense of forum non conveniens, waive any right to trial by jury and irrevocably agree to be bound by any judgment rendered thereby in connection with this Release and Waiver Agreement. I, for myself and on behalf of any Minor who I permit to attend the Event, further agree that to the extent permitted by law, any and all process directed to me in any such litigation may be served upon such me outside of the State of New York in the same manner and with the same force and effect as if service had been made within the State of New York.

I hereby warrant that I have read this Liability Release Form in its entirety and fully understand its contents. I am aware that this Liability Release Form releases Releasees from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of injury or illness. I further acknowledge that nothing in this Liability Release Form constitutes a guarantee that the Event will occur. I have signed this document voluntarily and of my own free will.

Signature:

X _____ Date: _____

Signature of Parent or Legal guardian (If under 18 years of age):

X _____ Date: _____