



## PHIPPS CONSERVATORY AND BOTANICAL GARDENS

### PHOTO AND EVENT RELEASE FORM

**EVENT: Dancing with Sleeping Beauty    ACTIVITY: Physical activity class    DATE OF EVENT: April 6<sup>th</sup>, 2019**

I hereby authorize Phipps Conservatory and Botanical Gardens (Phipps) to publish the photographs taken of me and/or the undersigned minor children, and our names, for us by Phipps in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Phipps, in perpetuity, and for other use by Phipps.

I release Phipps from any expectation of confidentiality for the undersigned minor children and myself and attest that I am the parent or legal guardian of the children listed below and that I have the authority to authorize the Phipps to use their photographs and names. I acknowledge that since participation in publications and in any and all other media produced by Phipps is voluntary, neither the minor children nor I will receive financial compensation.

I further agree that participation in any publications and in any and all other media produced by Phipps confers no rights of ownership whatsoever. I release Phipps, its contractors and its employees from liability for any claims by me or any third party in connection with my participation of the participation of the undersigned minor children.

In consideration of joining in the above-described event(s) (the "Activity"), I agree and acknowledge that I am fully aware that participation in the Activity may involve risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

"Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, property damages, economic losses, personal injury or death in connection with participation in the Activity. "Released Party" means Phipps Conservatory and Botanical Gardens and all of its affiliates and its respective representatives, directors, officers, agents, employees and volunteer staff.

I agree and acknowledge that: (a) I am in proper physical condition to participate in the Activity, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury or death; (b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured; and (c) I am aware that if the Activity occurs outdoors, the streets adjoining the area of the Activity are open to regular vehicular traffic during the Activity and I will obey all traffic laws and regulations.

I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any rights or remedies which I may now or hereafter have resulting from any decision of any Released Party.

I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may

incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

I am aware that it is advisable to consult a physician prior to participating in the Activity. If I have consulted a physician, I have taken the physician's advice.

I am aware that there is no obligation for any person to provide me with medical care during the Activity. I understand and acknowledge that: (a) there may be no aid stations available for the Activity; and (b) If medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

If the participant is less than 19 years of age, the parent or guardian agrees to the following statements: As a parent or guardian of the participant child, I authorize the child to participate. I agree that in the event the participant child, or anyone acting on his or her behalf, should make any claim, I will provide the indemnity and hold harmless described in paragraph 8 and I agree to the terms of this Release and Waiver. In the event of a medical emergency involving the participant child and any Released Party is unable to contact me, I agree and grant my permission that any Released Party may provide medical care to the participant child.

I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

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**Name (please print)**

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**Address**

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**City**

**State**

**Zip**

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**Signature**

**Date**

**Names and Ages of Minor Children**

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**Name**

**Age**

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**Name**

**Age**

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**Name**

**Age**



**Consent Form: Dancing with *Sleeping Beauty* / Phipps**

**Student First Name:** \_\_\_\_\_ **Student Last Name:** \_\_\_\_\_

**Student Age:** \_\_\_\_\_

**Student Address:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Parent Name:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Parent E-Mail (print):** \_\_\_\_\_

**MEDICAL RELEASE:** By signing below on behalf of my child, I assume the risk associated with dance instruction/classes and agree that the Pittsburgh Ballet Theatre and its Education Department (PBT) and their respective Board of Directors, faculty, staff, teaching artists and volunteers shall not be liable in any way for any injuries sustained or loss of property while attending a dance class or any related functions. In the event that I am not present at the class, I hereby grant permission to instructional staff to authorize hospital admission and medical, surgical, and emergency treatment, including blood or blood product, transfusions, and diagnostic procedures. Additionally, I grant permission for the administration of anesthesia for the student where medically necessary in case of emergency, accident, and illness and only in the case that the parent or alternate family representative cannot be contacted.

In the art of ballet and other dance forms, a teacher may put their hands on a student to correct the student's posture, the physical line, position of the student's body or part of his/her body, or to help a student hold a position. PBT doesn't tolerate any inappropriate or harmful teacher-student contact. By participating in PBT activities and programs, I acknowledge that PBT teachers/instructors may correct students with physical contact.

**Complete the following ONLY if Parent/Guardian will not be present during the class:**

Family Physician Name/ Phone: \_\_\_\_\_

Allergies/Accommodations: \_\_\_\_\_

Emergency Contact Name/Phone: \_\_\_\_\_

**MEDIA RELEASE:** I do hereby give, grant and assign to Pittsburgh Ballet Theatre, Inc., and its assigns, licensees and legal representatives ("PBT") the right, consent and permission to use, publish, copy, reproduce, create digitized images of, adapt, distribute, transmit, broadcast, display, modify and otherwise make use of my (or my minor child, as appropriate) appearance, likeness and form in all forms of media and in all manner now known or hereafter to become known, including electronic media and/or composite representations, for advertising, trade, or any other lawful purpose. PBT shall have the right to exercise such rights with my appearance, likeness and form alone, or with other materials, including, but not limited to, text, data, images, photographs, illustrations, animation, graphics, and video or audio segments of any nature. The rights granted to PBT hereunder are world-wide, irrevocable, perpetual, and assignable. I hereby waive all rights and release PBT and its directors, officers, employees, agents, and independent contractors from, and shall neither sue nor bring any proceeding against any such parties for, any liability, loss, demands, claims, damages or causes of action, whether now known or unknown, for defamation, invasion of right to privacy, publicity or personality or any similar matter, or based upon or relating to the use and exploitation of my appearance, likeness and form.

**USE OF CONTACT INFORMATION:**

I grant PBT permission to use my personal information to contact me about upcoming events and promotions.

*Signature indicates acceptance of terms and conditions included here.*

**Parent Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_