

## Dance West Waivers

### UNIVERSITY OF UTAH

### ASSUMPTION OF RISK, INFORMED CONSENT, AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

#### ASSUMPTION OF RISK

I, the undersigned, am the Participant named above. I am familiar with the curriculum and the activities which take place in the above named Program offered through the University of Utah (the "Program"). My participation in the Program may expose me to certain foreseeable and unforeseeable risks of injury such as, but not limited to illness, injury or even death. Knowing of these risks, I freely and voluntarily participate in the Program and hereby agree to assume and accept any and all risk of injury or death.

#### CONSENT TO TREATMENT

I agree that if, at the University of Utah, any injury or emergency should occur with me during the Program, the University agents or employees accompanying me on the Program are authorized to take whatever steps are reasonably necessary in their judgment to attend to my medical needs. I agree to be responsible for any hospital expenses, doctor bills, or other expenses that may be incurred to attend to my medical needs. I acknowledge that if the course is taught in an online format and at a location chosen by me, I am responsible for any injury or emergency that may occur.

#### WAIVER, RELEASE AND INDEMNIFICATION

I understand and acknowledge that the University of Utah ("University") is not an insurer of my behavior, actions or participation in the Program, and that the University assumes no liability whatsoever for personal injuries or property damages to me or to third persons arising out of my participation in the Program activities. I hereby agree to release, waive, covenant not to sue, indemnify and hold harmless the University, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or loss or damage to any property belonging to me arising out of or related to participation

in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

The University of Utah recognizes the seriousness of concussions and head injuries and takes seriously its obligation to address concussions that occur during University sponsored activities. The Utah Protection of Athletes with Head Injuries Act requires “amateur sports organizations,” which may include the University of Utah, to adopt and enforce a concussion and head injury policy/guideline for minors who participate in a University of Utah sporting event. I understand the policy G1-015 located at <https://regulations.utah.edu/info/policyList.php>.

I do not have any health problems, including but not limited to heart or respiratory conditions that would prevent my safe participation in the Program.

I have adequate health/medical insurance to cover the costs of treatment in the event of any injury (provide health insurance information above).

I agree that the site of any lawsuit arising out of or related to participation in the Program shall be Utah and that this Agreement will be governed by and construed in accordance with the laws of the state of Utah, without application of any principles of choice of law.

I shall pay any attorney fees or costs incurred by the University in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

**PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A**

CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

Media Release Form

I hereby authorize the University of Utah College of Fine Arts ("CFA"), its agents, successors and assigns to take and/or use photographs, and/or voice recordings, and/or voice and picture recordings of me and authorize the CFA to use and publish or broadcast the same. I understand that such photographs and/or recordings may be used with my name, no name; and may be intentionally or unintentionally altered. I also understand that such photographs and/or recordings may be displayed, reproduced, published, and/or broadcast through any media now known or hereafter created including, but not limited to print, broadcast, and/or digital media, and used for the purpose of publicity, advertising, trade, art or any other lawful purpose.

I hereby waive any right that I may have to inspect and/or approve the photographs and/or recordings or the advertising that may be used in connection therewith, or approve the use to which the photograph and/or recording may be applied.

I hereby release and discharge the CFA, its agents, successors, and assigns from any and all claims arising out of or in connection with the use of such photographs and/or recordings, including, but not limited to, any claims of copyright infringement, defamation or invasion of privacy.

I acknowledge that the photographs and/or recordings may disclose my participation in a class or other educational activity and are generally protected from disclosure by the Family Educational Rights and Privacy Act (FERPA). By signing this form, I am expressly consenting to the public release of this FERPA protected photographs and/or recordings.

I hereby grant the University permission to copy and display artwork that I have created in connection with my classes at the University of Utah on social media social media sites such as Facebook, Twitter, Instagram, etc.; university publications; on the

University premises, such as galleries, halls, classrooms; blogs, newsletters; or in other media or publications. I understand I will receive no compensation from the University for the use of my artwork. I also understand that I may revoke this consent at any time by providing written notice to [info@finearts.utah.edu](mailto:info@finearts.utah.edu) at the College of Fine Arts, an administrator in your academic unit, and also to the University of Utah Office of General Counsel at [ogc-admin@lists.utah.edu](mailto:ogc-admin@lists.utah.edu). Within 30 days of receiving written notice of such revocation, the University will take steps to remove images of my artwork from its social media. I understand that my images may be shared beyond the University's social media accounts, the University will have no obligation or power to control such distribution beyond its own social media accounts. This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written/oral agreements.

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Repertory Dance Theatre / Ririe-Woodbury Dance Company

I, the undersigned, am voluntarily participating in Dance West with Ririe-Woodbury Dance Company and Repertory Dance Theatre. I understand that participation in this workshop involves certain inherent risks. Such risks are typically that of broken bones or contusions, but may also include severe injury or death.

In order to obtain the desired benefit of participation in, use and enjoyment of the programs activities, I, the undersigned, hereby represent that I am of legal age, or that I am the guardian of the student named below, and hereby release and forever discharge the Repertory Dance Theatre (RDT) Ririe-Woodbury Dance Company (RWDC) and, Salt Lake County and all members of said organizations and all agents, representatives and employees of said organizations and their successors from all claims and demands which I, my heirs, executors and administrators, have or may have against said organizations by reason of participation in classes and hereby assume all risks in such activity.

#### Registration Contract, Photo/Video Release & Liability Waiver \*

1. By registering for Dance West, I hereby pledge that I am available for the duration of the workshop, and plan to attend the full workshop with no absences, except in cases of unforeseen emergency, under which circumstances I will notify the administration of my absence to the best of my ability.
2. I grant to Repertory Dance Theatre (RDT) and Ririe-Woodbury Dance Company, their representatives and employees the right to take photographs and videos of me and my

property in connection with the above-identified subject. I authorize Dance West, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that RDT and RWDC may use such photographs or videos of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

3. I agree to indemnify and hold harmless RDT, a.k.a. Repertory Dance Theatre, Ririe-Woodbury Dance Company and any of its faculty or staff members, and Salt Lake County Center for the Arts and any of its faculty or staff members from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Rose Wagner Performing Arts Center, including but not limited to appurtenances, surrounding grounds, and other campus facilities, transportation in any vehicles operated by RDT or Ririe-Woodbury, its staff, volunteers, or interns, and for any injuries sustained, accidents incurred or illnesses contracted by me while a participant of the Dance West Workshop scheduled to take place between July 14-25, 2025. I further agree that I will not hold RDT or Ririe-Woodbury or Salt Lake County Center for the Arts responsible for the loss or damage of personal property while in attendance. Teachers, classes and schedule are subject to change.

## COVID GUIDELINES

We have taken enhanced health and safety measures - for you and our company members. You must follow all posted instructions while visiting the Rose Wagner Performing Arts Center.

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable.

By visiting the Rose Performing Arts Center, you voluntarily assume all risks related to exposure to COVID-19. Let's keep each other healthy and safe.

By registering for this workshop and signing this waiver, participants agree to follow Dance West's selected protocols once in place.

We strongly encourage participants to be vaccinated.