



901 N. McDonald Street, Suite 705
McKinney, TX 75069
469.952.6262/214.477.9434
www.texasyouthballet.com
email: director@texasyouthballet.com

LIABILITY WAIVER

LIABILITY RELEASE

In consideration of receiving permission to enter the Texas Youth Ballet Conservatory, LLC (the School), the undersigned hereby releases, discharges, and forever acquits the School and its respective agents, officers, directors, servants, and employees of and 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 the undersigned and any participant in person at, in, or on the property of the School or a site away from the School at which a School performance is held while either participating in or being present at the School including, but not limited to, those injuries and damages caused by negligence, whether it be active or passive, gross, wanton, or ordinary on the part of the School, its respective directors, officers, agents, servants and employees arising while participating in or being present at the School, and regardless of the negligence, gross negligence, responsibility, or fault of the School or its employees, owners, or agents, property owners and managers. This release shall be binding upon the assignees, suborders, distributes, heirs, next of kin, executors, and administrators of the undersigned and may be pled by the school in any claim, demand, action or cause of action made by or on behalf of the undersigned. By execution of this release, the undersigned hereby acknowledges and expressly represents that

- 1) He (She) is duly aware of the risks inherent upon entering the school;
- 2) He (She) elects voluntarily to enter, participate or be present at the school;
- 3) He (She) is over 18 years of age and of sound mind; or that he (she) is younger than 18 years of age, he (she) is represented by a parent or legal guardian who is over 18 years of age, and of sound mind who has read the foregoing release, understands it and signs it voluntarily.

■ The student and parent or legal guardian are familiar with and agree to terms of the TYBC policies and regulations:

Signature of Student

Date

Signature of Parent or Legal Guardian

Date

PHOTOGRAPHIC WAIVER

I hereby grant to Virtual_Crayon and Texas Youth Ballet Conservatory his/her heirs, legal representatives and assigns, those for whom the photographer is acting, and those acting with his/her authority and permission:

a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of my child (children) in the act of dancing or participating at TYBC or at functions sponsored by Texas Youth Ballet Conservatory, Youth Ballet of Texas, or any other function connected with Texas Youth Ballet Conservatory. I give my permission for mine or my heirs and all people associated with me who may be included intact or in part, composite or distorted in character or form, in video, photograph, picture, or ad, without restriction as to changes or transformations in conjunction with my own or a fictitious name, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, art, promotion, website, advertising, trade, or any other purpose whatsoever.

b) I also permit the use of any printed material in connection therewith.

c) I hereby relinquish any right that I may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.

d) I hereby release, discharge and agree to save harmless Virtual Crayon and Texas Youth Ballet Conservatory his/her heirs, legal representatives or assigns, and all persons functioning under his/her permission or authority, or those for whom he/she is functioning, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

e) I hereby affirm that I am over the age of majority and have the right to contract in my own name, and that I have the right to contract for my offspring as their legal guardian. I have read the above authorization, release and agreement, prior to its execution; I fully understand the contents thereof. This agreement shall be binding upon me and my heirs, legal representatives and assigns.

Print Name: _____

Signed: _____ Dated: _____

Address: _____ City: _____ State/Zip: _____

Phone: _____ Email: _____