



LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Students and their Parents or Guardians must agree to the following Liability Release And Assumption Of Risk Agreement set forth by the administrators, directors and producers of the show. You must affirm this in writing by signing the Liability Release And Assumption Of Risk Agreement in your Student Registration Package.

The Student and their Parent or Guardian hereby affirm that they are aware that the activities that the Student will be participating in at Musical Theatre Academy of Orange County have inherent risks which may result in serious injury or death.

The Student and their Parent or Guardian further understands that musical theatre activities involve certain inherent risks, which include but are not limited to falling, being hit by objects or props, twisting or breaking bones, bruises or other physical injury that require treatment from a medical physician or facility. I further understand that the productions will take place at an off site theater or other forum that may pose its own set of risks, including but not limited to all those stated above, and I still choose to perform at the off site theater or other forum.

The Student and their Parent or Guardian understands and agrees that neither the administrators, instructors, directors, choreographers, dance, vocal teachers, or any other Musical Theatre Academy's Independent Contractors or Employees, Musical Theatre Academy of Orange County, the facility where rehearsals or performances are held, nor their affiliates and subsidiary corporations, nor any of their respective employees, officers, agents, contractors or assigns, (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns that may occur as a result of my participation in this program or as a result of the negligence of any party, including the Released Parties, whether passive or active.

In consideration of being allowed to participate in this course offered by Musical Theatre Academy of Orange County, hereinafter referred to as "program," The Student and their Parent or Guardian hereby personally assume all risks of this program, whether foreseen or unforeseen, that may befall the Student while a participant in this program including, but not limited to, the in studio or off site practices, performances, or parties.

The Student and their Parent or Guardian further releases, exempts and holds harmless said program and Released Parties from any claim or lawsuit by themselves as individuals, their family, estate heirs or assigns, arising out of the enrollment and participation in this program including both claims arising during the program or after it is over.

The Student and their Parent or Guardian also understands that musical theatre involves dance and other physically strenuous activities and will be exerted during this program, and that if an injury results of falling, tripping, being knocked into or hit by objects or props while performing, or any other cause, that I expressly assume the risk of said injuries and that we will not hold the Released Parties responsible for the same.

The Student and their Parent or Guardian further states that they are of lawful and legally competent age to sign this liability release, or that if a Student of minority age have acquired the written consent from their parent or guardian.

The Student and their Parent or Guardian further understands the terms herein are contractual and not a mere recital, and that they will have signed this Agreement of their own free act and with the knowledge that they hereby agree to waive their legal rights.

The Student and their Parent or Guardian further agrees that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

The Student and their Parent or Guardian understands and agrees that they are not only giving up their right to sue the Released Parties, but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from any injury or death.

The Student and their Parent or Guardian further represents they have the authority to do so and that their heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of the Student's and their Parent's or Guardian's representations to the Released Parties.

BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE INSTRUCTORS, DIRECTORS, CHOREOGRAPHERS, VOCAL, DANCE TEACHERS, OR ANY OTHER MUSICAL THEATRE ACADEMY'S INDEPENDENT CONTRACTORS OR EMPLOYEES, THE FACILITY WHERE REHEARSALS OR PERFORMANCES ARE HELD, MUSICAL THEATRE ACADEMY OF ORANGE COUNTY, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

AUTHORIZATION TO CONSENT TO MEDICAL TREATMENT

Students and their Parents or Guardians must agree to the following Authorization To Consent To Medical Treatment set forth by the directors and producers of the show. You must affirm this in writing by signing Authorization To Consent To Medical Treatment Form in your Student Registration Package.

The Student and their Parent or Guardian if the Student is of a minority age, on behalf of themselves and any minor child for whom the Parent or Guardian has the capacity to contract, authorize the employees, agents, contractors, volunteers, and parents of Musical Theatre Academy of Orange County (MTA) as agent(s) to consent to any X-Ray, examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and under the supervision of, any licensed physician. This authorization is given in advance of any specific diagnosis, treatment, or hospital care being required but is given to provide authority and power on the part of our aforesaid agent(s) to give specific consent to any and all such diagnosis, treatment, or hospital care which aforementioned physician in the exercise of his or her best judgment may deem advisable. Authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California.

The Student and their Parent or Guardian if the Student is of a minority age hereby authorize any physician or hospital that has provided treatment to the minor child pursuant to the provisions of Section 25.8 of the California Civil Code to surrender physical custody of the minor to the above-named agent(s) upon completion of treatment.

If the Student has any physical handicaps, challenges or limitations, the Student or their Parent or Guardian must relate in writing to an MTA Administration Staff Member any such challenges, handicaps or limitations prior to the first audition/rehearsal along with a full disclosure of any accommodations that must be made.

If the Student is currently taking any medications or is under a physician's care, the Student or their Parent or Guardian must relate in writing an MTA Administration Staff Member any such care and or instructions prior to the first audition/rehearsal along with a full disclosure of any additional accommodations that must be made.

If the Student has any allergic reactions to any medications or food, the Student or their Parent or Guardian must relate in writing an MTA Administration Staff Member any such allergy along with a full disclosure of any immediate care action item that must be accommodated.

IMAGE, COPY AND LIKENESS RELEASE AGREEMENT

Students and their Parents or Guardians must agree to the following Image, Copy And Likeness Release Agreement set forth by the directors and producers of the show. You must affirm this in writing by signing Image, Copy And Likeness Release Agreement in your Student Registration Package.

The Student and their Parent or Guardian grant MTA its employees, designees, agents, independent contractors, legal representatives, successors and assigns, and all persons or departments for whom or

through whom it is acting, the absolute right and unrestricted permission to take, use the Student's name, image, testimonial and biographical data and performance work and/or publish, reproduce, edit, exhibit, project, display and/or copyright photographic images or pictures of the Student, whether still, single, multiple, or moving, or in which they may be included in whole or in part, in color or otherwise, through any form of media (print, digital, electronic, broadcast or otherwise) for art, advertising, recruitment, marketing, fund raising, publicity, archival or any other lawful purpose.

The Student and their Parent or Guardian waive any right that they may have to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to me or unknown, and they waive any right to royalties or other compensation arising from or related to the use of the image or product.

The Student and their Parent or Guardian release and agree to hold harmless MTA, its employees, designees, agents, independent contractors, legal representatives, successors and assigns, and all persons or departments for whom or through whom it is acting, of and from any liability by virtue of taking the imagery or using the testimonial/biographical data, in any processing tending towards the completion of the finished product, and/or any use whatsoever of such pictures or products, whether intentional or otherwise.

The Student certifies that they are at least 18 years of age (or if under 18 years of age, that they are joined herein by their Parent or Guardian) and that the release will signed voluntarily, under no duress, and without expectation of compensation in any form now or in the future.

****Your child must be the minimum age listed by the first day of class in order to participate in the program.***