



**HUBBARD STREET
DANCE CHICAGO**

Hubbard Street Dance Chicago AUDITION WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in the audition for Hubbard Street Dance Chicago (herein referred to as "HSDC"), I hereby, acknowledge and agree to the following:

1. I certify that I am free from all illnesses and injuries and I am physically fit and able to participate in all activities associated with the audition and I have not been advised otherwise by a medical professional.
2. I agree to comply with any and all rules, regulations, terms and conditions for participation in the audition and I understand that I can minimize my risk of injury through the exercise of common sense and by being aware of my surroundings. If while participating in the audition, I observe any unusual hazard, which I believe jeopardizes my personal safety or that of others, I will remove myself from the hazard and immediately bring said hazard to the attention of HSDC.
3. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, including permanent disability or death and I freely and voluntarily engage in these activities. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of HSDC, its employees, members, officers, directors, agents or representatives; and (b) conditions of the premises or equipment used; I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF HSDC, the persons OR ENTITIES referred to in clause (a) of this Section 3 OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

For purposes of this Waiver and Release of Liability, the term "Affiliate" shall mean any entity that, directly or indirectly through one or more persons or entities, controls, is controlled by, or is under common control with HSDC. "Control" shall mean the power to direct the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and covenant not to sue, HSDC, its employees, members, officers, directors, agents or representatives (collectively the "Releasees"), from any and all claims, demands, actions and causes of action whatsoever arising out of or in connection with any damages, injuries, including death, losses, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my participation in the HSDC audition. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims, demands, actions, causes of action whatsoever arising out of or in connection with any damages, injuries, including death, losses, liabilities and expenses (including attorneys' fees) relating to, resulting from or arising out of my participation in the HSDC audition.



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5. If any controversy or claim arising out of or relating to my participation in the HSDC audition, including but not limited to any matter arising out of or relating to this Waiver and Release of Liability or its breach and/or my selection to perform in the future or associate with HSDC, cannot be resolved through good faith negotiations within 30 days of notice of a dispute having been served on one of the parties, I agree that the controversy or claim, including the scope and applicability of this Waiver and Release of Liability, shall to the fullest extent permitted by law be settled by arbitration. A notice of dispute shall include a summary of the facts giving rise to the dispute, the remedies sought, and an estimate of the damages claimed, if any.
6. I understand that the HSDC audition may be photographed and/or recorded and I give permission for HSDC, its successors and assigns to use my voice, image and likeness in any media or promotional materials relating to my performance in or observation of the HSDC audition, including, without limitation, a videotape recording of such audition, without compensation to, or right of review and/or approval by, me or my heirs, executors, administrators and assigns.
7. I understand that organizations and individuals unaffiliated with HSDC, including but not limited to production companies, talent agencies and choreographers, may be invited to observe my HSDC audition (each individual or organization is referred to herein as an "Observer"). I consent to HSDC sharing my biographical and contact information with any such Observer.
8. I understand that neither HSDC nor the persons or entities referred to in Section 3(a) above, are responsible for personal property that is lost, damaged or stolen while I am participating in the audition.
9. I consent to have emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness during or as a result of my participation in the HSDC audition. In that event, I agree to pay (or cause my insurance carrier to pay, if applicable) the costs associated with such emergency medical treatment and transportation, if necessary. I release and indemnify HSDC, the persons or entities referred to in Section 3(a) above and all persons participating in any such medical treatment from all responsibility for any such actions.
10. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Waiver and Release of Liability shall be governed by and construed under the laws of the State of Illinois, without application of any conflict of laws principles. If any portion of this Waiver and Release of Liability is held to be invalid by a court of law, then I agree and intend that all the remainder shall, notwithstanding, continue in full force and effect.
11. I AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, AND RELEASE OF LIABILITY, THAT I AM OVER THE AGE OF 18, THAT I AM SIGNING THIS WAIVER AND RELEASE OF LIABILITY VOLUNTARILY AND UNDER NO DURESS OR THREAT OF DURESS AND I INTEND FOR IT TO BE



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LEGALLY BINDING. I AM AWARE THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

OR, if under 18:

AS THE PARENT OR GUARDIAN OF THE PARTICIPANT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND AGREE TO ALL OF ITS TERMS. I FURTHER AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND HSDC AND THE PERSONS OR ENTITIES REFERRED TO IN SECTION 3(A) FROM ALL CLAIMS RESULTING FROM INJURIES, INCLUDING DEATH, DAMAGES AND LOSSES SUSTAINED BY ME, THE PARTICIPANT, OR ANY THIRD PARTIES AND ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY ASSOCIATED WITH THE PARTICIPANT'S PARTICIPATION.

- 12. It is my express intent that this waiver and release shall bind the members of my family, my spouse, my heirs, assigns and personal representatives and shall be deemed as a release, waiver, discharge, and covenant not to sue HSDC or the persons or entities referred to in Section 3(a).

If any term, covenant, condition or provision of this waiver and release is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

In further consideration of being allowed to participate in the HSDC audition, and in the event that I am offered an opportunity to perform and/or associate with HSDC in the future, I hereby understand and agree that I must sign the standard HSDC participation agreement.

Dancer Signature: _____ **Date:** _____

Printed Full Name: _____

Date of Birth: _____

If under 18:

Parent Signature: _____

Printed Full Name: _____

This Audition Waiver and Release of Liability must be executed prior to your participation in the HSDC audition.