



## INTENSIVE WAIVER

I hereby register for the Limón Dance Company Intensive and agree to fully attend the intensive with no absences, except in case of unforeseen circumstances, which I will notify the José Limón Dance Foundation to the best of my ability.

I understand that faculty, schedule and content are subject to change. I acknowledge that I will be engaging in activities which involve risk of injury and property damage and agree to assume all risk and responsibility in connection therewith. I acknowledge that my participation in the above described activities is voluntary. I understand and acknowledge that the aforesaid activities may be hazardous, that my participation is solely at my own risk, and that I voluntarily assume full responsibility for any resulting loss of property, illnesses, injuries, paralysis, or damages including death.

I agree not to reproduce, teach or perform any repertory learned. All choreography is subject to copyright and licensing agreements.

I give full permission to the José Limón Dance Foundation to photograph and/or video me and my property in connection with the intensive for promotional material or any other use. I agree not to video or photograph classes, rehearsals or performances without prior permission, which, if granted, will be for personal use only. Posting any video footage or photos of class, rehearsal or performance is strictly prohibited.

I agree to indemnify and save harmless the José Limón Dance Foundation, and all its officers and employees from any and all claims, demands, suits, judgments, costs, expenses, actions, and causes of action for personal injury or injuries, death or loss or damage(s) to property sustained by the undersigned participant hosted by José Limón Dance Foundation, or arising out of any travel to or from, and/or the campus and/or other premises. I will also commit to any and all policies and procedures around COVID-19 to ensure the safety of myself and others, if attending intensives face to face.

I understand that participant refunds will only be considered by written cancellation and where necessary a doctor's note must be provided. A non-refundable \$50 registration fee, \$200 tuition deposit and \$100 housing deposit (where applicable) is the responsibility of the participant in all cases. I further understand that José Limón Dance Foundation has the right to cancel the intensive for any reason deemed necessary including factors beyond their control. Cancellation of the event on the part of José Limón Dance Foundation will result in my being refunded the full amount of payments-to-date, less registration fee, and tuition and housing deposits. Additional costs such as travel and accommodation will not be refunded.

Neither José Limón Dance Foundation, or the intensive participant shall be deemed to be in breach of this agreement to the extent that the performance of its obligations is prevented by a Force Majeure Event (FME). FME shall mean an act of God (including without limitation severely inclement weather, earthquake, flood, drought, fire, epidemic, accident, or explosion), the threat of act of armed conflict (including without limitation war, invasion, terrorism, occupation, embargo, or insurrection), civil disturbance, riot, labor controversy (including without limitation lockout, slow down, boycott, strike, or threat thereof), delay of a common carrier, interruption or failure or telephone service, or any



could appear even outside the reasonable control of the parties mentioned above.

The Novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and believed to be spread from person to person contact. As a result, federal, state, and local governments, and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The José Limón Dance Foundation, and all its officers and employees has put in place preventable measures to reduce the spread of COVID-19; however, The José Limón Dance Foundation, and all its officers and employees cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Limón Programs could increase your risk / your child's risk of contracting COVID-19.

By entering into this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Limón Programs and that such infection or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Limón Programs may result in the actions, omissions, or negligence of myself, and others, including, but not limited to, The José Limón Dance Foundation, and all its officers and employees.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility by any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability of expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Limón Programs or participation in any affiliated programs ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless The José Limón Dance Foundation, and all its officers and employees from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions or negligence of The José Limón Dance Foundation, and all its officers and employees whether a COVID-19 infection occurs before, during or after participation in any Limón program. Further, I agree to inform The José Limón Dance Foundation, and all its officers and employees if any infection or exposure should occur.

BY REGISTERING AND PAYING FOR ANY CLASS, INTENSIVE, EVENT, PRIVATE LESSON, OR OTHER ACTIVITY, YOU ARE AGREEING TO ALL OF THE ABOVE CONDITIONS AND WAIVERS. NO ONE WILL BE ABLE TO PARTICIPATE IN ANY CLASS OR EVENT UNLESS YOU ACCEPT AND AGREE TO ALL OF THE TERMS IN THIS AGREEMENT.