



**[THE BREAK THRU COLLECTIVE]**

**POLICY, EXPECTATION & PARTICIPANT WAIVER AGREEMENTS**

Name & Date of Event: \_\_\_\_\_

**PARTICIPANT INFORMATION**

Full Name (Print): \_\_\_\_\_

Under 18 Years of Age (circle one): YES or NO

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PARENT/GUARDIAN INFORMATION (IF UNDER 18 YEARS OLD)**

Parent/Guardian Full Name (Print): \_\_\_\_\_

Parent/Guardian Phone Number: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Contact Full Name (Print): \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

**PARTICIPANT DISCLOSURE**

Medical Condition & Allergens:

Are there any medical conditions or food allergies we should be aware of (circle one)?

YES or NO

If Yes, please describe: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By Agreeing to become a participant I, the participant (or participant's legal guardian), acknowledge that entry into this waiver & agreement ("Agreement") with [THE BREAK THRU COLLECTIVE] ("Entity") is in consideration of my participation at any and all THE BREAK THRU programs/events, and confirm my understanding and agreement to the following:**

### **AGE OF PARTICIPATION & DANCE APTITUDE**

The age of participation for [THE BREAK THRU COLLECTIVE] is ten years and up at time of REGISTRATION. The Aptitude of participation is Intermediate/Advanced level of any elected discipline as chosen by [THE BREAK THRU COLLECTIVE] and their faculty instructors, faculty instructor assistance, and production teams. STRICTLY ENFORCED. The pier grouping is an important factor as selections of music may be mature within reason, and the [THE BREAK THRU COLLECTIVE] reserves the right to provide or to not provide any disclaimer to musical selections as they feel will benefit the participants of [THE BREAK THRU COLLECTIVE] programs/event. [THE BREAK THRU COLLECTIVE] reserves the right to uphold the faculty instructors, faculty instructors' assistants, and production teams right to artistic freedoms in choice of discipline of lesson, selection of choreography combination, and any/all feedback including point of adjudication. Though the opinions and feedback are those of the faculty instructors and faculty instructors assistance the [THE BREAK THRU COLLECTIVE] reserves the right to uphold any and all feedback that is in the best interest of the integrity of [THE BREAK THRU COLLECTIVE] programs/events first, and will within reason keep all feedback constructive to the growth of the participants as it pertains to participation in [THE BREAK THRU COLLECTIVE] programs/events.

### **EXPECTATIONS OF SAFETY & PERSONAL CONDUCT**

I will comply with [THE BREAK THRU COLLECTIVE]'s policies, safety rules, conduct expectations, and other directions. I understand that [THE BREAK THRU COLLECTIVE] does not tolerate bullying, harassment, sexual harassment, sexual misconduct, threatening behavior, or violence of any kind. Failure to comply will give [THE BREAK THRU COLLECTIVE] the right to terminate my participation and any incentives at any time, with or without notice at their sole discretion. In addition, If any legal action is brought against me [THE BREAK THRU COLLECTIVE] has the right to revoke my participation in any and all current programs/events.

### **CONDUCT EXPECTATIONS**

[THE BREAK THRU COLLECTIVE] outlines these expectations in participant conduct and though this is not an exhaustive list of expectations, all participants within reasonable actions of these expectations are meant to adhere to the following:

- 1. Maintain respectful behavior to all participants, staff & venues where** [THE BREAK THRU COLLECTIVE] is hosting a program/event.
- 2. Respect the time of the faculty, staff, & venue staff where** [THE BREAK THRU COLLECTIVE] is hosting a program/event. This means arriving on time for events, after any specified rest/meal breaks & conclusion of event.
- 3. Adhere to any precautions that maintain safety to all participants, staff, & venues where** [THE BREAK THRU COLLECTIVE] is hosting a program/event. Participants will not take any action deemed unsafe, reckless, or have the potential for harm no matter how slight or egregiously large at any time, and participants understand that any action determined not to have been safe by [THE BREAK THRU COLLECTIVE] can and will result in the dismissal of participant from any and all programs/events hosted by [THE BREAK THRU COLLECTIVE].

**4. Participants will not create any posts, online, in print, or in video such as social media in any defamatory, derogatory, and libel fashions in any attempts that are to discredit, degrade, or other wise cause damage to [THE BREAK THRU COLLECTIVE] programs/events reputation as well as their staff, venue, and affiliates. Filming of Participant adjudications is strictly prohibited to participant only, and no participant is permitted to film any other participant without the expressed consent of [THE BREAK THRU COLLECTIVE].**

**5. Participants will not damage any or in part the facilities or venues used for [THE BREAK THRU COLLECTIVE] programs/events where hosted. Participants assume full liability of cost of repairs, and furthermore at the discretion of [THE BREAK THRU COLLECTIVE] can & will have their participation revoked from all programs/events both present & future.**

## **NOT AN EMPLOYEE**

I understand that I am not any employee of [THE BREAK THRU COLLECTIVE] and will not be paid for my participation in [THE BREAK THRU COLLECTIVE]'s programs/events, but may receive incentives such as exposure through staged events, studio promotion through social media programs, etc.

## **AWARENESS & ASSUMPTION OF RISK**

I acknowledge that participating at [THE BREAK THRU COLLECTIVE] programs/events have risks. These risks may arise in a variety of ways including and not limited to/from:

Physical ex programs/events have risks. These risks may arise in a variety of ways including and not limited to/from:

- Physical exertion, Injury
- Working in a Theater/on Stage/Dance Studio
- Exposure to loud noise, bright lights, crowds
- Weather conditions
- Interacting with or being in the presence of other volunteers, visitors, children, dancers, or others
- Exposure to Covid-19, Any other airborne or other infectious diseases

I assume and accept any and all risks of injury, up to including loss of limb, illness, death, and property damage or loss that may arise from my presence at [THE BREAK THRU COLLECTIVE] facilities/programs/events.

## **WAIVER AND RELEASE OF CLAIMS**

I waive and release [THE BREAK THRU COLLECTIVE] and its entire workforce of directors, employees, other volunteers, and venue from any and all claims and liabilities arising from my participation at [THE BREAK THRU COLLECTIVE]'s programs/events including, without limitation, claims in respect of death, illness, injury, loss of limbs, or injury to my person or property. I will not sue or seek action against [THE BREAK THRU COLLECTIVE] on the basis of these waived and released claims.

## **DISCLOSURES OF MEDICAL CONDITIONS**

I am of sound mind & mental faculties; I am not under any coercion to state I understand that I am solely responsible for knowing my own physical condition and making my decision about participating/dancing/interviewing/screening/volunteering. I have disclosed all medications and conditions relevant to my participation to [THE BREAK THRU COLLECTIVE] team, including, without limitation, chronic conditions such as asthma, allergies, seizures, or

diabetes. I understand that [THE BREAK THRU COLLECTIVE] needs such information because some medication side effects, or medical conditions could affect my safety or that of others at [THE BREAK THRU COLLECTIVE]'s programs/events, or participating conventions/studios/etc. I consent to [THE BREAK THRU COLLECTIVE] sharing this information with health professionals or first responders should I become ill or injured while participating in [THE BREAK THRU COLLECTIVE] programs/events.

#### **USE BY [THE BREAK THRU COLLECTIVE] OF MY NAME LIKENESS & IMAGE**

I consent to the use by [THE BREAK THRU COLLECTIVE] of my image, voice, name, video, and story and of images of any works used during [THE BREAK THRU COLLECTIVE] programs/events, in [THE BREAK THRU COLLECTIVE]'s digital & print promotional, fundraising, educational, social media and other communications. [THE BREAK THRU COLLECTIVE] may use them without obtaining my approval or paying me for such use. Choreography shall remain the property of the programs/events choreographers/faculty instructors/faculty instructors' assistants, as such it will not be re-taught or used by other dancers, however [THE BREAK THRU COLLECTIVE] reserves the right to display it without compensation. I waive any legal claims related to such use, including claims relating to copyright, intellectual properties, rights of publicity or privacy.

#### **MEDICAL CARE CONSENT**

I authorize [THE BREAK THRU COLLECTIVE] to provide me with first aid, emergency medical assistance, and transportation. I understand that [THE BREAK THRU COLLECTIVE] is not obligated to provide this care even within reason or question of participant safety. I also understand that I am solely responsible for any costs related to my medical treatment and transport, and that [THE BREAK THRU COLLECTIVE] does not provide health, medical, disability, or other insurance coverage for me.

#### **PERSONAL ITEMS**

Participants should bring only essentials to the [THE BREAK THRU COLLECTIVE] programs/events. Any valuables such as cellphones, smart devices, jewelry/personal effects should remain either in one's personal bag, or designated areas determined at point of entry of facility or venue used by [THE BREAK THRU COLLECTIVE] programs/events. [THE BREAK THRU COLLECTIVE] & its host venue is not responsible for the loss, theft, of the personal affections, valuables as aforementioned and any participant in attendance assumes all liability and risk while on premises of [THE BREAK THRU COLLECTIVE] hosted programs/events

#### **ASSIGNMENT OF WORK PRODUCT**

I grant full rights to [THE BREAK THRU COLLECTIVE] in any reports, brochures, website content, social media, photos, images, videos, or other materials, or works I may create in the course of being a participant in [THE BREAK THRU COLLECTIVE]'s programs/events, and any intellectual property rights in or derivatives of such materials. Choreography shall remain the property of the participant/participant's choreographer, as such it will not be re-taught or used by other dancers, however the [THE BREAK THRU COLLECTIVE] reserves the right to display it without compensation.

## **CANCELLATIONS**

I understand that [THE BREAK THRU COLLECTIVE] is not liable should a program or event be cancelled due to inclement weather conditions, pandemic, natural disaster, or any other condition beyond their control & safety of all both participant/staff alike. I understand that [THE BREAK THRU COLLECTIVE] will give as much notice as possible should these conditions arise.

## **COMMUNICATIONS**

All communications for [THE BREAK THRU COLLECTIVE] will be provided through email and or posted on our website and or social media. Please make sure your email at point of submission is correct, and that you have marked [THE BREAK THRU COLLECTIVE] communications as safe for your inbox. [THE BREAK THRU COLLECTIVE] is not responsible if participants miss any and all communications that impact participation. General inquiries can go to [info@breakthruexp.com](mailto:info@breakthruexp.com) **for any questions or assistance needs.**

## **REFUNDS AND CREDITS**

Please note that there are NO REFUNDS TRANSFERS or CREDITS of costs of participation for [THE BREAK THRU COLLECTIVE] programs/events. Please make sure you are available and can commit to your participation once paid for. [THE BREAK THRU COLLECTIVE] holds the right due any cancellation initiated to make any payments applicable to future events at their sole discretion.

## **APPLICABLE TO ALL PARTICIPANTS**

I understand this Document is a collection of policy, expectation & Agreements which applies throughout the duration of my participation from point of registration forward as well as at any [THE BREAK THRU COLLECTIVE] programs/events.

## **GENERAL PROVISIONS**

This collection of policy, expectations & Agreements will run in favor of [THE BREAK THRU COLLECTIVE] and all its employees, contractors, volunteers, faculty, staff and sponsors. It will bind my heirs, next of kin, and legal representatives. If any provisions of this collection of policy, expectations & Agreements is found unenforceable, the other terms will remain effective.

No Oral agreements have been made between the parties. The waiver or failure of either party to exercise in any respect any right provided in this collection of policy, expectations, & Agreements shall not be deemed a waiver of any other right or remedy to which the party may be entitled. This agreement shall be construed and interpreted in accordance with local & state laws, without regard to residence of the recipient.

All participants aged 16 years old and older are required to sign this collection of policy, expectations, Waiver & Agreements.

A parent/guardian's signature is also required for all participants under the age of 18 years old.



By signing & submitting this collection of policy, expectations, Participant Waiver & Agreements, you are certifying that you have read and fully accept and understand the terms and conditions of these set fourth provisions and all they entail. And that you understand that becoming a participant creates a binding agreement to these terms and conditions. In addition, you are certifying that all information is correct and that you are the person completing this collection of policy, expectations, Participant Waiver & Agreements for you or as the parent/guardian.

When you press the submit button, you will receive an email confirmation that your collection of policy, expectations, Participant Waiver & Agreements form was received.

**SIGNATURES**

PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PARENT/GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_