

BALLETS JAZZ MONTRÉAL WORKSHOP WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in the workshop of Ballets Jazz Montréal, a program operated exclusively by Ballets Jazz Montréal, a corporation formed under the laws of Canada (herein referred to as Ballets Jazz Montréal), 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 workshop 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 workshop 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 workshop, 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 Ballets Jazz Montréal.

3. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury and I freely and voluntarily engage in these activities. These risks include, but are not limited to, those caused by: (a) the actions or inactions of Ballets Jazz Montréal, its affiliates, employees, board 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, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and covenant not to sue, Ballets Jazz Montréal, its affiliates, employees, board 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 Ballets Jazz Montréal workshop. 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 Ballets Jazz Montréal workshop.

5. I understand that the Ballets Jazz Montréal workshop may be photographed and/or recorded and I give permission for Ballets Jazz Montréal, 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 Ballets Jazz Montréal workshop, including, without limitation, a videotape recording of such workshop, without compensation to, or right of review and/or approval by, me or my heirs, executors, administrators and assigns.

6. I understand that organizations and individuals unaffiliated with Ballets Jazz Montréal, including but not limited to production companies, talent agencies and choreographers, may be invited to observe my Ballets Jazz Montréal workshop (each individual or organization is referred to herein as an "Observer"). I consent to Ballets Jazz Montréal sharing my biographical and contact information with any such Observer.

7. I understand that neither Ballets Jazz Montréal 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 workshop.

8. 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 Ballets Jazz Montréal workshop. 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 Ballets Jazz Montréal, 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.

9. 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 New York, 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.

10. I AGREE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, AND RELEASE OF LIABILITY, 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 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.

In further consideration of being allowed to participate in the Ballets Jazz Montréal workshop, and in the event that I am offered an opportunity to perform and/or associate with Ballets Jazz

Montréal in the future, I hereby understand and agree that I must sign the standard Ballets Jazz Montréal participation agreement.

Participant's Full Name: _____

Participant's Signature: _____

Guardian's Full Name: _____

Guardian's Signature: _____

Date: _____

This Workshop Waiver and Release of Liability, shall be executed prior to your participation in the Ballets Jazz Montréal workshop.