



elite Dance & Theatre

Terms and Conditions of Participation

In consideration of the services of elite Dance & Theatre LLC, Paul Costales, Cheri Costales, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "elite Dance & Theatre"), I release, indemnify and discharge elite Dance & Theatre on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows.

I acknowledge that participation and performance in aerial, dance, martial arts and theatre is inherently dangerous and entails known and unanticipated risks that could result in physical or emotional injury, death, or property damage. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. I accept and assume all risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of risks. I grant permission to use my name and image (photo and video) in any promotional or educational publications regarding these activities.

I VOLUNTARILY RELEASE, DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS ELITE DANCE & THEATRE LLC FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF ELITE DANCE THEATRE'S EQUIPMENT OR FACILITIES, INCLUDING SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF ELITE DANCE & THEATRE LLC.

Should elite Dance & Theatre LLC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold elite Dance & Theatre LLC harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

In the event that I file a lawsuit against elite Dance & Theatre LLC, I agree to do solely in the state of New Mexico, and I agree that the substantive law of New Mexico shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

I have had sufficient opportunity to read and understand this entire document. By registering myself (I am 18 years or older) or my child (minor) for an elite Dance & Theatre class, workshop, intensive, private, rehearsal, or as a Company member (JR, Apprentice, Pro), I am agreeing to this document and I agree to be bound by its terms.