

THE MOVEMENT PROJECT WAIVER AND RELEASE OF LIABILITY & PHOTO AND VIDEO RELEASE

In consideration of the risk of injury while participating in Dance Class (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Movement Project ("TMP"), located at 4381 W Streetsboro Rd., Richfield, Ohio 44286, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during this Activity. I agree to indemnify and hold harmless TMP against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If TMP incurs any of these types of expenses, I agree to reimburse TMP. I acknowledge that TMP and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of TMP.

I acknowledge that this Activity may involve a test of a person's' physical and mental limits and may carry with it the potential for death, serious injury and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, teachers and producers of the event. I acknowledge that I have carefully read this "waiver and release" and and fully understand that it is a release of liability. I expressly agree to release and discharge TMP and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against TMP for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of TMP, its agents and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I ("Dancer") hereby grant the following rights and permissions to Rebecca J. Leuszler and Megan Lee Gargano of The Movement Project ("Choreographer"), their legal representatives and assigns, those for whom Choreographer is acting, and those acting with Choreographer's authority and permission. They have the absolute right and permission to take, use, reuse, publish, and republish photographic portraits, pictures or videos of myself or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, in conjunction with my own or a fictitious name, or reproductions of such photographs in color or otherwise, made through any medium at Choreographer's studios or elsewhere, and in any and all media now or hereafter known, including the internet, for art, advertising, trade, or any other purpose whatsoever.

I also consent to the use of any published matter in conjunction with such photographs or videos. I specifically consent to the digital compositing or distortion of the portraits or pictures, including without restriction any changes or alterations as to color, size, shape, perspective, context, foreground or background. I waive any right that I may have to inspect or approve any finished product or products or the advertising copy or printed matter that may be used in connection with such photographs or videos, or the use to which it may be applied. I release, discharge, and agree to hold harmless and defend Choreographer, their legal representatives or assigns, and all persons acting under their permission or authority or those for whom they are acting, from any liability by virtue of any reason in connection with the making and use of such photographs, including blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture and video or in any subsequent processing thereof, as well as any publication of them, including without limitation any claims for libel or violation of any right of publicity or privacy. I hereby warrant that I am a legal competent adult, and that I have every right to contract for myself in the above regard. I state further that I have read the above authorization, release, and agreement, prior to its execution, and that I am fully familiar with the contents of it. This release shall be binding me and my respective heirs, legal representatives, and assigns.

Emergency Contact and Relationship: _____ Telephone: _____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____ Signature: _____

Participant's Address: _____ Date: _____