

# Conservatory for the Arts DANCE CAMP

CONSENT 2009

## CONSENT AND RELEASE FORM

I, on behalf of myself, and the below named child ("Participant") (collectively, the "Consentee") acknowledge that as a participant in the CONSERVATORY FOR THE ARTS DANCE CAMP (the "Program") that the Participant may engage in, among other things, recreational activities and dance activities. Consentee agrees to assume all risks and liabilities associated with Participant's participation in the Program and to hold the Conservatory for the Arts DANCE CAMP, its directors, officers, agents, contractors and employees (collectively, "Conservatory for the Arts DANCE CAMP") harmless from any and all claims, causes of action, losses or damages arising from or as a result of Participant's participation in the Program, except due to the negligence or wrongful act or omission of the Conservatory for the Arts DANCE CAMP. However, the Conservatory for the Arts DANCE CAMP's liability hereunder is subject to the extent and limitations of Section 768.28, Florida Statutes, and nothing herein shall be construed as a waiver of the Conservatory for the Arts DANCE CAMP's sovereign immunity beyond that provided in Section 768.28, Florida Statutes.

Consentee also hereby authorizes the Conservatory for the Arts DANCE CAMP to photograph, record, tape, film or electronically capture in permanent form the Participant and Participant's name, likeness, image, voice, biographical and personal information, appearance and/or performance, and/or further to use and publish the writings of Participant (collectively, the "Work").

Consentee further grants the Conservatory for the Arts DANCE CAMP full permission to edit the original Work as shall be deemed necessary; that the Work and Participant's name may be used, published and distributed, without remuneration to Consentee in whole or in part, for educational, instructional, advertising or promotional purposes in print or over open broadcast, cable, audio-visual, radio, closed circuit exhibition, computer link, Internet or other medium as deemed appropriate by the Conservatory for the Arts DANCE CAMP, in perpetuity, throughout the world. For these purposes, Consentee waives and relinquishes my rights and the rights of the Participant with respect to any personal rights, privacy rights and protections, including, but not limited to, those rights under the Family Educational Rights and Privacy Act of 1974, as Amended (FERPA), Section 1002.21 and 1002.22, Fla. Stat., Section 23 of Article I of the Florida Constitution and The Board of Trustees Conservatory for the Arts DANCE CAMP. Said Work shall become the sole property of Conservatory for the Arts DANCE CAMP and may be copyrighted in its own name or name of its choosing.

Consentee also releases the Conservatory for the Arts DANCE CAMP from any and all claims for libel, slander, invasion of privacy or other claims based on Participant's appearance and/or performance and the recording of such, and agrees to hold the Conservatory for the Arts DANCE CAMP harmless from any and all claims by third parties, including any claim based on an allegation of copyright infringement related to Participant's appearance or performance.

\_\_\_\_\_  
*Name of Participant (Please print)*

\_\_\_\_\_  
*Telephone Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City*

\_\_\_\_\_  
*State*

\_\_\_\_\_  
*ZIP Code*

### CONSENT

I represent that I am the parent or guardian of the above named minor Participant and have the authority to execute this Conservatory for the Arts DANCE CAMP Consent and Release Form. I hereby consent to the foregoing on behalf of the above named minor Participant.

\_\_\_\_\_  
*Signature of Parent or Guardian*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Date*