



Hispanic Organization Promoting Education™

Breathe it! Live it! Love it!

2019 HoPe Dance Contest Participant Waiver

*Waiver, Release of Liability, Indemnification and Consent to Medical Attention
(this "Waiver")*

In exchange for my being allowed to participate in the HoPe Dance Contest (the "Program"), a program administered by HoPe (Hispanic Organization Promoting Education), Inc. ("HoPe"), I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by this Waiver and hereby agree to each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.

2. Identification of Risks. I understand that HoPe and its representatives will be present during my participation in the Program and may set rules and requirements for my behavior and actions in connection with the Program. I agree to adhere to all such rules and requirements. I understand that my participation in the Program may contain inherent dangers and may further involve risk of injury and loss, perhaps severe or even fatal, to both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of HoPe or its directors, officers, employees, agents, volunteers, successors, or assigns, including: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Program (c) the failure of HoPe to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of any person (d) the inadequacy or unavailability of medical facilities or treatment or (e) the lack or inadequacy of supervision.

3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.

4. Release and Waiver. I release HoPe and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all

claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of HoPe or any of the individuals mentioned above (except where any such liability, injury, loss, damages, or expenses comes directly as a result of the gross negligence or willful misconduct of HoPe or any of its directors, officers or employees thereof).

5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) HoPe and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program (except where any such liability, injury, loss, damages, or expenses comes directly as a result of the gross negligence or willful misconduct of HoPe or any of its directors, officers or employees thereof) or any of the individuals mentioned above, and any violation of this Waiver by me.

6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of HoPe and its successors and assigns.

7. Consent to Medical Treatment. I authorize HoPe to provide to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon HoPe to provide such assistance, transportation, or services.

8. Severability. If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.

9. Applicable Law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Georgia.

10. Promotional Release. I hereby irrevocably consent and authorize HoPe to use my image, photograph, likeness or appearance, that HoPe has taken or otherwise obtained while attending the Program, in any promotional video, film or photograph or other promotional materials of HoPe or for any other related purpose without any fee whatsoever. I further acknowledge that HoPe is the owner of all rights in and to the video, film or photograph and all other promotional materials containing my image.

I HAVE READ THIS WAIVER. I UNDERSTAND THIS WAIVER AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER VOLUNTARILY.

Printed Name

Signature

Age

Date

If the person participating in the Program is not yet 18 years old, both parents or the legal guardian(s) must sign:

In exchange for HoPe's permission of my/our child or ward to participate in the Program, and as the parent(s) or legal guardian(s) of the above named individual, I/we verify that I/we fully understand, agree to, and accept all provisions of this Waiver in my/our capacity as parent or legal guardian.

Guardian:

Printed Name

Signature

Date

Guardian:

Printed Name

Signature

Date