

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for being permitted to participate in the Thalhe Festival and its related activities, including, but not limited to, dance classes, rehearsals, dance instruction, workshops, exercises, performances, Open Stage activities, Gala activities, and the use of stages, backstage areas, dance floors, equipment, and facilities under the care, custody, or control of The Thalhe Festival Foundation Inc. and/or its affiliated or associated entities, I hereby acknowledge and agree to the following:

I understand that participation in dance and related physical activities involves inherent risks and hazards, including, but not limited to, falls, collisions, physical exertion, muscle strains, sprains, fractures, and other injuries that may result in personal injury, property damage, serious injury, or death.

I am fully aware of the risks and hazards associated with these activities and voluntarily elect to participate with full knowledge of such risks. I voluntarily assume full responsibility for any risk of loss, property damage, personal injury, serious injury, or death that may be sustained by me as a result of participating in such activities.

To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue The Thalhe Festival Foundation Inc., its directors, officers, representatives, agents, employees, instructors, guest teachers, volunteers, contractors, affiliates, sponsors, event partners, and the owners, operators, employees, and representatives of the venues and facilities where Festival activities are conducted (collectively, the "Releasees"), from any and all liability, claims, demands, actions, damages, losses, or causes of action arising out of or related to my participation in Festival activities or my presence at Festival facilities, including claims arising from the negligence of the Releasees, to the fullest extent permitted by law.

To the best of my knowledge, I am in suitable physical condition to participate in the activities I choose to undertake and am not aware of any physical condition that would place me at unreasonable risk. I understand that I am responsible for recognizing my own physical limitations and may decline or discontinue any activity that I believe may be unsafe for me.

I further agree to indemnify and hold harmless the Releasees from any loss, liability, damage, claim, or cost, including reasonable court costs and attorneys' fees, arising from or related to my participation in Festival activities, to the fullest extent permitted by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind my spouse, family members, heirs, estate, assigns, and personal representatives and shall be deemed a release, waiver, discharge, and covenant not to sue the above-named Releasees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

By accepting this Agreement, I acknowledge and represent that I have read and understand this Waiver of Liability and Hold Harmless Agreement and accept it voluntarily as my own free act and deed. I acknowledge that no oral representations, statements, or inducements apart from this written Agreement have been made. I certify that I am at least eighteen (18) years of age and legally competent to enter into this Agreement.

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I've read the above and agree.

**PUBLICITY RELEASE**

I hereby grant permission to The Thalhe Festival Foundation Inc. and its authorized representatives to photograph, film, record, and/or otherwise capture my image, likeness, voice, participation, and performance, and/or those of my accompanying person, during the Thalhe Festival and related activities.

I authorize The Thalhe Festival Foundation Inc. to use such photographs, videos, recordings, and other media for promotional, educational, informational, fundraising, publicity, press, website, social media, and other nonprofit-related purposes, in print or digital formats, without compensation.

I understand that such materials may be edited, reproduced, published, displayed, distributed, and used by The Thalhe Festival Foundation Inc. in connection with its mission, programs, events, and promotion.

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I've read the above and agree.

**MEDICAL RELEASE**

In the event of an accident, injury, illness, or medical emergency during my participation in or attendance at the Thalhe Festival, I authorize The Thalhe Festival Foundation Inc., its authorized representatives, staff, or volunteers to contact emergency medical services and to assist in obtaining emergency medical treatment when reasonably necessary for myself and/or my accompanying person.

I understand that The Thalhe Festival Foundation Inc. does not provide medical care and is not responsible for the cost of medical treatment, emergency transportation, hospitalization, or other medical services obtained on my behalf or on behalf of my accompanying person.

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I've read the above and agree.

