

**Mark Foehringer Dance Project/SF
presents**

Dancing in the Park 2008

April 26, 2008

Music Concourse in Golden Gate Park, San Francisco, CA

1:00 p.m. to 5:00 p.m.

Participation Form

(please note sign in for performance is 30 minutes before performance time)

Company/Performing Artist:

Address:

Contact person:

Cell#:

Email address:

Additional contact:

Title of piece:

Choreographer:

Length (no longer than 6 minutes) _____ minutes

__Modern

__Jazz

__Contemporary Ballet

__Hip Hop

__Classical Ballet

__Tap/Clogging

__Ethnic (describe)_____

__Other (describe)_____

Description of dance: (mood; style, media)

Description of costumes:

The stage is covered with marley flooring and is a portable sprung stage, 40 feet by 32 feet. Please indicate type of shoes, footwear, or if bare foot. (some type of footwear is preferred)

Dancers:

Music: Title/Artist:

(All recorded music must be provided on CD. If using live music, please attach description, set-up requirements and list of artists)

Please sign and date this participation form and the waiver of liability.

Fax both by **March 21st, 2008**, to (510) 540-0364

Thank you.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

Mark Foehringer Dance Project/SF and Dancing in the Park 2008, its affiliated entities, agents, employees and contractors, will be referred to as MFDP/SF.

ASSUMPTION OF RISK

I, _____, am not a minor and I understand that by being a participant in Dancing in the Park 2008, that:

A. I will voluntarily participate in the Dancing in the Park 2008. I understand that by participating, I may be subjected to a variety of hazards and risks, foreseen or unforeseen, which may cause me to suffer property damage, injury or death ("DAMAGES"). I know that these DAMAGES can occur due to natural causes, the active or passive negligence of MFDP/SF, or the negligent or intentional acts of third parties and/or fellow participants. I understand that I should therefore exercise extra care for my own person. I choose to participate in Dancing in the Park 2008, assuming all necessary costs and voluntarily assume the risks of such DAMAGES occurring while I am participating in FESTIVAL activities.

B. MFDP/SF may at times deliver participants to various third parties, who are not MFDP/SF employees, who will conduct, supervise, guide or instruct participants in various activities. MFDP/SF assumes no duty to certify, monitor or verify the qualifications of any third parties involved in these activities. Participants' concerns regarding the qualifications of any third parties conducting these activities should be directed to those third parties. Participant agrees to release, indemnify and hold harmless MFDP/SF for liability for DAMAGES arising out of negligence of such third parties.

C. I recognize that dance and all related activities require intense physical exertion that may be strenuous and may cause physical injury and therefore involve unique risks of DAMAGES, and I am fully aware of the risks and hazards involved. I understand the nature of Marley or other dance floors, mobile floor bars and other dance equipment, and the consequences of wearing ballet slippers, pointe shoes, socks or bare feet and other related dance footwear, and I accept full responsibility for my own choice of footwear. I hereby assume all the risks inherent in the activities associated with the FESTIVAL. I voluntarily assume the risks of any and all DAMAGES I may incur as a participant in Dancing in the Park 2008.

RELEASE AND WAIVER OF LIABILITY

1. In consideration of participating in Dancing in the park 2008, I hereby agree to hold MFDP/SF, its employees, agents, contractors or owners, harmless from any and all liability, action, causes of action, debts, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my Dancing in the Park 2008 activity. The terms of this agreement shall also serve as release and assumption of risk from my heirs, executors and administrators for all members of my family.
2. I further agree that this RELEASE and ASSUMPTION OF RISK AGREEMENT and WAIVER OF LIABILITY is intended to be as broad as permitted under California law, and that if any portion thereof is held invalid, it is agreed that all other portions shall continue in full legal force and effect.

I HAVE READ AND UNDERSTOOD THE ABOVE AGREEMENT AND VOLUNTARILY AGREE TO SIGN THIS DOCUMENT.

Signature: _____

Date: _____

Print Name: _____

IF THE PARTICIPANT IS A MINOR, THIS DOCUMENT IS TO BE SIGNED BY THE MINOR'S LEGAL GUARDIAN. BY SIGNING BELOW THE MINOR'S LEGAL GUARDIAN INDICATES THAT HE OR SHE UNDERSTANDS THAT "I" ABOVE REFERS TO BOTH HIM OR HER AND THE MINOR.