

Mark Foehringer Dance Project | SF

Dancing in the Park 2010

April 24, 2010

Music Concourse in Golden Gate Park, San Francisco, CA

Noon to 5:00 p.m.

Participation Form

(please note sign in for performance is 45 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

___ Contemporary Ballet

___ Classical Ballet

___ Ethnic (describe) _____

___ Other (describe) _____

___ Jazz

___ Hip Hop

___ Tap/Clogging

Description of dance: (mood; style, media)

Description of costumes:

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)

IMPORTANT: The stage is covered with marley flooring and is a portable sprung stage, 40 feet by 36 feet. Please indicate type of shoes, footwear, or if bare foot. Some type of footwear is preferred. This is an outdoor event and the sun heats up the marley significantly. Please sign and date this participation form and the waiver of liability. Fax both by **March 27, 2010**, to (415) 665-8485. Thank you.

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

Mark Foehringer Dance Project/SF and Dancing in the Park 2010, its affiliated entities, agents, employees and contractors, will be referred to as MFDPI SF.

ASSUMPTION OF RISK

I, _____, am not a minor and I understand that by being a participant in Dancing in the Park 2010, that:

- A. I will voluntarily participate in the Dancing in the Park 2010. 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 MFDPI 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 2010, assuming all necessary costs and voluntarily assume the risks of such DAMAGES occurring while I am participating in FESTIVAL activities.
- B. MFDPI SF may at times deliver participants to various third parties, who are not MFDPI SF employees, who will conduct, supervise, guide or instruct participants in various activities. MFDPI 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 MFDPI 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 2010.

RELEASE AND WAIVER OF LIABILITY

- 1. In consideration of participating in Dancing in the Park 2010, I hereby agree to hold MFDPI 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 2010 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.