



Xiaopei Chinese Dance, Inc.

www.xpdance.com

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2011-2012

School Use Only
South / East Bay
ID
Start:

Student Registration Form 学生报名表

RELEASE OF LIABILITY, INDEMNIFICATION, AND PUBLICITY AGREEMENT

1. Student Information

Student Name: _____ (中文名)

mm / dd / YY
Date of Birth / Adult

Address _____

Phone # Home () Cell () Office () Email: must 必填

2. Parent or Guardian Information (for students under 18)

Parent/Guardian Name : _____ (中文名)

Phone # Home () Cell () Office () Email: _____

3. Previous Training?

Yes No If Yes, complete below.

In which field? (Please circle: Chinese, Ballet, Modern, Jazz, Tap, etc.) For how long? _____

4. Any Injury(ies)? (if yes, please describe)

5. Please read and sign

- I authorize emergency medical treatment for Student.
- I understand that Xiaopei Chinese Dance, Inc. is not responsible for damaged, lost, or stolen personal property.
- I have read and agree to abide by the Tuition Policy and the School Rules and Regulations, which are found at www.xpdance.com/tuition.pdf or www.xpdance.com/sbtuition.pdf (for South Bay students) and www.xpdance.com/regulation.pdf

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Signature of Student or Student's Parent or Guardian _____

Date _____

Print Name _____

RELEASE OF LIABILITY, INDEMNIFICATION, AND PUBLICITY AGREEMENT

I, _____, [Student or Student's Parent or Guardian] have voluntarily chosen to participate [or allow Student to participate] in dance activities and to use equipment and facilities made available by Xiaopei Chinese Dance, Inc. I warrant that I have consulted with a physician about participation in dance activities and that Student is physically fit and otherwise able to participate in dance activities.

I am aware that dance activities strain the heart, lungs, and all other parts of the body; that dance activities are physically demanding and stressful, and can be dangerous; that physical injuries, serious and minor, can and do occur in dance activities;

and that Student is voluntarily participating in dance activities with knowledge of the dangers involved in doing so. Student [and Student's Parent or Guardian] expressly and completely assumes all risks of injury, death, or damage, however caused, resulting directly or indirectly from dance activities with Xiaopei Chinese Dance, Inc. and/or use of equipment and facilities made available by Xiaopei Chinese Dance, Inc. PLEASE INITIAL TO SHOW YOU HAVE READ AND UNDERSTAND AND AGREE _____.

As consideration for being permitted by Xiaopei Chinese Dance, Inc. to participate in dance activities, I hereby agree and warrant that I, my heirs, guardians, legal representatives, trustees, executors, and assigns will not make any claim against, sue, or prosecute any action or proceeding against Xiaopei Chinese Dance, Inc. or any of its owners, shareholders, legal representatives, officers, employees, agents, successors, or assigns (collectively, the "Xiaopei Chinese Dance Released Parties"), for any injury, death, or damage resulting directly or indirectly from Student's participation in dance activities and/or use of equipment and facilities made available by Xiaopei Chinese Dance, Inc., regardless of the cause of such injury, death, or damage. In addition, I hereby release and discharge the Xiaopei Chinese Dance Released Parties from any and all actions, claims, or demands that Student, Student's heirs, guardians, legal representatives, trustees, executors, or assigns now have or hereafter may have for any injury, death, or damage resulting from Student's participation in any dance activity or use of equipment or facilities made available by Xiaopei Chinese Dance, Inc. PLEASE INITIAL TO SHOW YOU HAVE READ AND UNDERSTAND AND AGREE _____.

I AGREE AND WARRANT TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE XIAOPEI CHINESE DANCE RELEASED PARTIES AGAINST ALL DAMAGES, CLAIMS, CAUSES OF ACTION, JUDGMENTS, COURT COSTS, EXPENSES AND ATTORNEYS' FEES WHICH ANY OF THE XIAOPEI CHINESE DANCE RELEASED PARTIES MAY INCUR OR BE SUBJECT TO AS A DIRECT OR INDIRECT CONSEQUENCE OF STUDENT'S PARTICIPATION IN DANCE ACTIVITIES OR USE OF EQUIPMENT OR FACILITIES MADE AVAILABLE BY XIAOPEI CHINESE DANCE, INC. I AGREE THAT MY INDEMNIFICATION OBLIGATIONS ARE ENFORCEABLE AGAINST ME IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF, NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE OR ANY SIMILAR PRINCIPLE THAT WOULD PROHIBIT OR LIMIT MY INDEMNIFICATION OBLIGATIONS BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, OR PASSIVE) OR OTHER FAULT OR LIABILITY OF ANY XIAOPEI CHINESE DANCE RELEASED PARTY. I SPECIFICALLY ACKNOWLEDGE AND AGREE THAT MY INDEMNIFICATION OBLIGATIONS RESULT IN THE COMPLETE INDEMNIFICATION OF THE XIAOPEI CHINESE DANCE RELEASED PARTIES EVEN IF SUCH A PARTY'S ORDINARY OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE, OR PASSIVE) OR OTHER FAULT OR LIABILITY CAUSES OR CONTRIBUTES TO ANY DAMAGE, CLAIM, CAUSE OF ACTION, JUDGMENT, OR PROCEEDING TO WHICH THIS INDEMNIFICATION APPLIES. PLEASE INITIAL TO SHOW YOU HAVE READ AND UNDERSTAND AND AGREE _____.

I understand and am fully aware that Student may be photographed or videotaped or otherwise recorded or identified participating in Xiaopei Chinese Dance, Inc. activities, and that Student's name, voice, image, likeness, and picture may be used by Xiaopei Chinese Dance, Inc. for advertising, promotional, and publicity purposes. I hereby irrevocably grant to Xiaopei Chinese Dance, Inc., for all media throughout the world (including print, photographs, video, internet, recordings, and any other medium), the perpetual and exclusive right to use and incorporate Student's name, voice, image, likeness, and picture in photographs, sound bites, or video footage of Student taken as a result of Student's participation in Xiaopei Chinese Dance, Inc. activities. I hereby release and waive any right I might have to inspect or approve any such advertising, promotional and publicity materials. I hereby agree that I will not make any claim against, sue, or prosecute any action or proceeding against the Xiaopei Chinese Dance Released Parties on the grounds that anything contained in such advertising, promotional, and publicity material is defamatory, reflects adversely on me or Student, or violates any other right whatsoever, including, without limitation, rights to compensation, or rights of privacy and publicity. PLEASE INITIAL TO SHOW YOU HAVE READ AND UNDERSTAND AND AGREE _____.

It is my express intent that this Agreement bind Student and Student's heirs, guardians, legal representatives, trustees, executors and assigns. The terms of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected thereby. I agree that this Agreement and any claim arising out of Student's participation in dance activities or use of equipment or facilities made available by Xiaopei Chinese Dance, Inc. shall be construed in accordance with the laws of the State of California, without regard to such state's conflict of laws provisions. A copy of this Agreement can be used as if it was an original. PLEASE INITIAL TO SHOW YOU HAVE READ AND UNDERSTAND AND AGREE _____.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY AND THAT THIS AGREEMENT CONTAINS INDEMNIFICATION FROM ME TO THE XIAOPEI CHINESE DANCE RELEASED PARTIES, AND I SIGN IT VOLUNTARILY WITH SUCH KNOWLEDGE.

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Signature of Student or Student's Parent or Guardian

Date

Print Name

