

# IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

## Youth Participation Agreement and Parental Permission Agreement, Assumption of Risk, Release and Waiver of Liability and Emergency Medical Information

**PLEASE READ THIS PARTICIPATION AGREEMENT, PARENTAL PERMISSION AGREEMENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY CAREFULLY.** It is a legal contract and affects any rights you/your child may have if you/your child is injured or otherwise suffers damages while participating in the below-referenced youth program at ISU. Parents and legal guardians are responsible for carefully reviewing all program materials and for selecting programs that are appropriate for their child.

<b>ISU Department Name</b>	Athletics/Stephens Auditorium
<b>Program Title</b>	The Nutcracker
<b>Dates of Participation</b>	September 11 – December 12, 2021
<b>Supervisor</b>	Tammy Koolbeck
<b>Location (Building, Room Numbers, other)</b>	Stephens Auditorium

### PROGRAM DESCRIPTION

The Nutcracker Ballet is a longstanding tradition at Stephens Auditorium – celebrating its 40th Annual production in December 2021. This locally produced Nutcracker features two professional ballet dancers in the principal roles of Sugar Plum Fairy and Cavalier. All other parts are performed by local dancers who have auditioned. Choreography is led by Robert Thomas and Iowa Youth Ballet instructors.

As a participant, I fully understand and acknowledge that there is a risk of injury from participating in *The Nutcracker Ballet* production and while performing related activities including but not limited to: gymnastic maneuvers or movements associated with dance that place unusual stress on the body and carries with them the risk of physical injury. In addition, the risks may include the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce the risk of serious injury, such chance of serious injury does exist.

1. Based on an understanding of the Inherent Risks, I assume full responsibility for any risk of loss, property damage, or personal injury that may be sustained by me or my child as a result of participating in *The Nutcracker Ballet* production and related activities.
2. I understand that ISU, VenuWorks and Robert Thomas Dancenter do not assume responsibility for personal property. Should damage or loss occur, the payment for loss or replacement is the responsibility of the individual.

### PARTICIPANT INFORMATION

Participant's Name		Participant's Date of Birth	
Parent/Guardian Name		Home Phone	
Permanent Address		City, State, Zip	

### BEHAVIOR EXPECTATIONS OF THE PARTICIPANT

It is important to follow the directions of the faculty and staff personnel in charge of this program/activity at all times. You must also abide by the University and VenuWorks' rules and conduct expectations. I understand that as a participant I have the responsibility to help make the learning opportunity a safe experience for everyone through my behavior and conduct. I also understand the danger of not following rules and directions and agree to follow them.

### IMAGE/VOICE PERMISSION

During activities, a photograph or video/audio recordings may be taken of you. Your signature below will be considered permission for Iowa State University, VenuWorks and Iowa Youth Ballet and the program faculty or staff in charge to photograph, film, audio/video tape, record and/or televise your image and/or voice for use in any publications or promotional materials, in any medium now known or developed in the future without any restrictions and without additional consideration.

### MEDICAL EMERGENCY CONTACT INFORMATION

Person to Contact First:

Name \_\_\_\_\_

Relation to Participant \_\_\_\_\_

Daytime Phone \_\_\_\_\_ ( ) - \_\_\_\_\_

Evening Phone \_\_\_\_\_ ( ) - \_\_\_\_\_

Backup Contact (Relative or Friend):

Name \_\_\_\_\_

Relation to Participant \_\_\_\_\_

Daytime Phone \_\_\_\_\_ ( ) - \_\_\_\_\_

Evening Phone \_\_\_\_\_ ( ) - \_\_\_\_\_

### HEALTH INFORMATION

Please list any health condition, allergies or prescribed or over-the counter medication that you believe the Participant Supervisor should be aware of:

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### MEDICAL EMERGENCY PERMISSION AND WAIVER

I understand that Participant must be healthy and reasonably fit in order to safely participate in this ISU youth program. I will inform the supervisor/program leader(s) of any medication, ailment, condition, or injury that may affect Participant's ability to participate safely. I understand and accept that the supervisor/program leader(s) is not responsible for monitoring or administering any medication or ailment or condition. The health history stated above is correct and complete to my knowledge.

If an injury or other medical condition occurs or arises, I hereby give permission to the ISU program faculty and staff in charge to provide routine first aid and seek emergency treatment including X-rays or routine tests. I agree to the release of any record necessary for treatment, referral, billing or insurance purposes. In the event of an emergency where the Emergency Contact(s) listed above cannot be reached and/or timing does not allow, I give permission to the physician/hospital selected by the Department's faculty and staff in charge to secure and administer treatment, including hospitalization. I understand that ISU does **not** provide health insurance for Participants in this event/activity. Accordingly, I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to Participant that may occur during their participation in the program. I hold harmless and agree to indemnify ISU and VenuWorks for any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

### ASSUMPTION OF RISK AND RELEASE OF LIABILITY *(Please read carefully)*

Participant and Participant's parent/legal guardian understand that Participant's participation in the Program is entirely voluntary and that as a condition of Participant's participation, Participant and parent/guardian of Participant agree to comply with all Program requirements and provisions of this Participation Agreement. The undersigned parent/guardian of Participant, hereby grant permission for my child / Participant to participate in the above-described youth Program at Iowa State University. By signing below, Participant and Participant's parent/legal guardian, agree and attest that this Participation Agreement, Parental Permission Agreement, Assumption of Risk, Release of Liability and Emergency Medical Information has been read carefully and understood by the Participant and the parent / legal guardian of each person under 18 years of age who will participate.

Participant and Participant's parent/legal guardian understand and accept that as part of Participant's participation in the Program that there are dangers, hazards and inherent risks, both known and unknown, to which Participant may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. Because there is an inherent risk of exposure to COVID-19 in any public place where people are present, infection and illness from COVID-19 is a known risk of participation. Participant and Participant's parent/legal guardian on behalf of Participant, have determined that it is reasonable to accept all risk of injury, loss of life or damage to property arising out of training, preparing, participating, and traveling to or from the Program, and do voluntarily accept and assume those risks. Participant and Participant's parent/legal guardian understand and accept that ISU cannot guarantee that Participant will remain free of injury. I nonetheless wish for my child to participate in the above- named Program at Iowa State University and ASSUME the RISK of participating.

Further, Participant and Participant's parent/legal guardian, agree to RELEASE from LIABILITY, INDEMNIFY and HOLD HARMLESS the State of Iowa, the Board of Regents - State of Iowa, Iowa State University, VenuWorks of Ames, VenuWorks, Inc and their respective affiliates, officers, employees and agents (herein after referred to as RELEASEES) from any and all claims, liabilities, and/ or causes of action arising out of or relating to Participant's participation in the above-named Program, provided that such claim is not due to the gross and sole negligence of the RELEASEES.

Participant and Participant's parent/legal guardian, also agree to indemnify the RELEASEES from any and all claims, financial obligations and/or liabilities that Participant may cause while participating in the Program, including attorney's fees and court costs resulting from their misconduct, errors, or omissions. Participant and Participant's parent/legal guardian acknowledge that ISU employees and volunteers have undergone background checks, but other participants of the Program may not have undergone background check screening. As such, ISU makes no assertions or assurances with respect to other participants.

This Agreement is governed by and construed under the laws of the State of Iowa without regard for principles of choice of law. Any claims, demands, or actions arising under this Agreement must be brought in a proper court in the State of Iowa. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Name (please print)

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian Signature

**Agreement and Attachment(s) Record Retention:**

Signed original – Department is to save for 7 years or until each student participant reaches 20 years of age