

SOUND HEALTH: DAYBREAKER

LIABILITY, APPEARANCE AND IMAGE RELEASE

John F. Kennedy Center for the Performing Arts Washington, D.C.

I hereby acknowledge receipt and agreement with the following terms as a condition of my participation and/or that of the minor child named below (together, "I/my") in the Daybreaker program (the "Workshop") on June 3, 2023 at the John F. Kennedy Center for the Performing Arts (the "Center").

I am advised that I should consult with my personal physician before undertaking the Workshop or any exercise program. I have no physical or medical condition which to my knowledge would endanger myself or others if I participate in the Workshop.

I understand that participating in the Workshop may require mental judgment and a high degree of physical fitness, agility, stamina and strength, and that this may include strenuous exercise. I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I may incur as a result of participating in the class.

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to discharge, release, and hold harmless the Center and the Workshop instructor(s), their respective board members, trustees, officers, employees, agents and independent contractors, and the United States of America, from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorney's fees, which arise out of, result from, occurring during, or are connected in any manner with my participation in the Workshop.

I authorize Center, its contractors, and other individuals or entities under its direction and control, including affiliates, subsidiaries, licensees, successors and assigns, to take photographs, video and sound recordings or other images or recordings which may include my likeness or image, in connection with my participation in the Workshop as a presenter or participant.

By signing this form, I authorize the Center, and any others under its direction and control, to use any such photographs and recordings (the "Materials"), in connection with Center publications, handouts, websites, presentations, videos, social media postings, and other materials for use in connection with the Center's performing arts mission and other institutional and educational activities, which may include the creation of videos or other materials for distribution online or via hard copy among other non-profit entities with similar educational and/or artistic missions, any artist involved in the program, or the advertising and promotion of Center's educational and institutional programming. The rights granted to Center are irrevocable, perpetual, worldwide, and include the right to use the Materials in any form, media, language or technology, now known or later developed.

I expressly acknowledge that the Materials may also be used in connection with press coverage related to the program I am, or my child is, participating in, which may include photographs, video footage and interview responses. I do not expect any compensation, monetary or otherwise, in exchange for the use of the Materials. I hereby waive any right of inspection or approval of the Materials or the uses to which such Materials may be put, and I understand that they may be used with or without direct attribution. I shall have no copyrights or other rights to the Materials or the uses thereof or any benefits derived from either. I acknowledge that Center will rely on this permission potentially at substantial cost to itself and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder, nor to seek any compensation for such use.

I represent that I am over the age of 18 years, and that I have read and fully understand the meaning of this release. If this form is completed on behalf of a minor child, I represent and warrant that I am the parent or legal guardian or am otherwise authorized to consent to such creation and use of materials as described herein on behalf of that child.

Name: _____

Date: _____

Email: _____

Name of Minor Child(ren)(if applicable): _____

Relationship: _____

Signature _____