



## **BOOKING TERMS AND CONDITIONS \*\*\* Important\*\*\***

**For Dancers (& Parents of Dancers if under 18 years)**

**PLEASE BE SURE TO GO OVER ALL TERMS AND KEEP THIS PAGE**

**By your submitting the Application Form & Waivers to Be Discovered Inc., you are bound by all terms and conditions.**

1. The Be Discovered Inc. Broadway Bound! NYC Winter Intensive program is a structured industry intensive with rules and regulations that the Dancer needs to abide by at all times. Other Rules and regulations will follow. Parent/family attending Broadway Bound! NYC Winter Intensive is also subject to program Rules and Regulations.
2. Be Discovered Inc. shall not be held responsible for the loss, theft or damage of any property or for injury of any kind. All valuables including cell phones, laptops and iPods are not permitted. These must be left at home. Be Discovered Inc. can hold valuables until the completion of the program if Dancer needs to travel with the above or other valuables not named here.
3. Be Discovered Inc. has the sole discretion to accept Dancer in any Workshop or activity.
4. Be Discovered Inc. shall have the unilateral right at anytime to remove Dancer from the Program or Workshop. Any additional expenses as a result are the responsibility of the Dancer.
5. The use or possession of alcohol, marijuana, illegal drugs or cigarettes is strictly prohibited.
6. Be Discovered Inc. reserves the right to alter the Workshop or Program as it deems necessary for any reason/s or purpose/s whatsoever and in the unlikely event of Be Discovered Inc. having to cancel/change any dates of the Workshop or Program, Dancer will be given the option of (i) rescheduling or participating in another Workshop or (ii) receiving a full refund of any monies paid to Be Discovered for the Workshop.
7. The deposit paid is non-refundable. The package must be paid in full even in the event Dancer decides s/he no longer wishes to participate in the Workshop for whatever reason.
8. In the event Dancer secures any engagements as a result of this workshop, Be Discovered Inc. will be entitled to receive (20%) of the gross amount earned by Dancer which shall be made due and payable to Be Discovered Inc. immediately upon receipt by Dancer.
9. FORCE MAJEURE: If the Workshop under this Agreement is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, war, civil disturbances, accidents, damages to its facilities or labor disputes), Be Discovered Inc. shall be relieved of such obligation to the extent such Workshop is so directly limited or prevented without liability of any kind. Nothing contained in this Agreement shall be construed as requiring Be Discovered Inc. to accede to any demands of labor or labor unions, suppliers or other entities which it considers unreasonable. Be Discovered Inc. shall use its reasonable efforts to minimize the duration and consequences of any failure of or delay in Workshop resulting from a "force majeure" event.

**Acknowledge and Accepted By:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dancer Signature (if under 18, parent signature)



**2010 Broadway Bound! The NYC Winter Intensive  
("Workshop")**

**DANCER INFORMATION**

(Please Print)

Surname (Last name): \_\_\_\_\_ First Name: \_\_\_\_\_

Date of Birth (MM/DD/YY): \_\_\_\_\_ Age at time of Travel: \_\_\_\_\_

Years Dancing: \_\_\_\_\_ Dancer E-Mail \_\_\_\_\_

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**PARENT, LEGAL GUARDIAN OR NEXT OF KIN INFORMATION**

(Please Print)

Name: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Relationship to Dancer: \_\_\_\_\_ Phone: (B) \_\_\_\_\_

(H) \_\_\_\_\_

(Cell) \_\_\_\_\_

(Email) \_\_\_\_\_

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**DANCER'S MEDICAL INFORMATION**

(Please Print)

Any Known Medical Conditions: \_\_\_\_\_

Any Known Injuries: \_\_\_\_\_

Allergies to Medication: \_\_\_\_\_

Allergies to Foods: \_\_\_\_\_

Health Card/Insurance Number: \_\_\_\_\_



**RELEASE AND INDEMNIFICATION AGREEMENT  
READ CAREFULLY BEFORE SIGNING**

I, \_\_\_\_\_ am participating in the Be Discovered Inc. Broadway Bound! NYC Winter Intensive Workshop December 26, 2010 to January 1, 2011 in New York, New York.

I hereby acknowledge that participation in the workshop and all related activities carry with it potential hazards. I could receive minor or serious injuries as a result of participating in the workshop and all related activities.

I hereby attest and verify that I am physically fit to participate in the dance workshop and all related activities.

IN CONSIDERATION for my having the opportunity to participate in the workshop and all related activities, I hereby release Be Discovered Inc., the choreographers, assistant choreographers, helpers, chaperones, volunteers, dance studio owners, employees, and/or volunteers, their executors, administrators, heirs, next of kin, successors or assigns of any form of liability, resulting from injury or death as a result of my participation in the workshop and related events.

I FURTHER HEREBY CONSENT to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness resulting from or arising out of my participation in the dance workshop.

Signature of participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or guardian \_\_\_\_\_ Date \_\_\_\_\_  
(Required if participant is under 18)

Health Card/Medical Insurance No. \_\_\_\_\_

**Publicity Waiver and Release**

I \_\_\_\_\_ am participating in the Be Discovered Inc. Workshop. I agree to allow any pictures and/or videos taken of me/my child to be used by Be Discovered Inc. for promotional purposes.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

I am the parent/legal guardian of the above and agree to all terms and agreements stated herein.

\_\_\_\_\_  
Signature of Parent/Guardian  
(Required if participant is under 18)

\_\_\_\_\_  
Date

# **MEDICAL WAIVER AND RELEASE**

**TO: Be Discovered Inc.**

**I hereby acknowledge that I am fully aware that my participation in the Workshop may in fact be dangerous to my person due to the physical nature of dancing as well as the possibility of physical contact between participants.**

I hereby acknowledge that I am choosing voluntarily to participate in the Workshop with the understanding of the potential risk of personal injury, which is inherent in the activity. Therefore, in consideration of my being permitted to participate I, my heirs, executors, administrators and assigns, hereby agree to forever release and forever indemnify Be Discovered Inc. their administrators, directors, officers, employees, independent contractors, assistants, representatives, choreographers, assistant choreographers, helpers, volunteers, and agents from and against any liability, lawsuit, claims, costs, actions, damages, demands, manners of actions, causes of action, suits, debts, duties, accounts, bonds, covenants, warranties, indemnities, guarantees, obligations and claims over, of whatever nature or kind, howsoever and whenever arising, from any injury to my person or property incurred directly or indirectly as a result of my participation in the Workshop. Furthermore in the event of any injury, accident or illness arising to my person as a result of or during the Workshop I hereby consent to immediately receive any and all types of medical treatment deemed advisable. This Waiver and Release includes any and all sessions, which are held under the auspices of the Workshop and all other special events and competitions run, organized or sponsored by Be Discovered Inc.

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**Broadway Bound! Dancer (Please print name)**

**(IF THE ABOVE DANCER IS UNDER THE AGE OF 18 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD SIGN BELOW.)**

I hereby warrant that I am over 18 years old or the parent and/or legal guardian of the above named Dancer if under 18 and will be participating in the workshop and that I have caused the said Dancer to be forever bound by the terms of this document and I agree to forever defend, indemnify and hold harmless, and to voluntarily release, discharge, waive, and relinquish any and all actions or causes of action against Be Discovered Inc. its' partners, successors, officers, agents, affiliates, volunteers, employees, choreographers, assistant choreographers, helpers, and independent contractors, from any and all claims, demands, or liabilities (including but not limited to personal injury and property damage) resulting in any manner from the Dancer's participation in the workshop.

**Acknowledge and Accepted By:**

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Date

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Dancer Signature (if under 18, parent signature)

# **PERSONAL RELEASE**

TO: **Be Discovered Inc.**

I hereby grant to Be Discovered Inc. the universal and perpetual right to use, and to permit others to use, my actual or simulated image, likeness, photograph, voice and/or personal characteristics or statistics for any purpose now known or later developed through any means now known or later developed.

I hereby agree to forever defend, indemnify and hold harmless, and to voluntarily release, discharge, waive, and relinquish any and all actions or causes of action, disputes and or proceedings from the use of any information pertaining to myself, my image, likeness, photograph, voice and/or personal characteristics against Be Discovered Inc. its' partners, successors, officers, agents, employees choreographers, assistant choreographers, helpers, and independent contractors. I further understand that Be Discovered Inc. may at anytime assign this Release and all of its rights and obligations to any party or entity.

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**Broadway Bound! Dancer (Please print name)**

I hereby warrant that I am over 18 years old or the parent and/or legal guardian of the above named Dancer if under 18 who will be participating in the workshop and that I have caused the said Dancer to be forever bound by the terms of this document and I agree to forever defend, indemnify and hold harmless, and to voluntarily release, discharge, waive, and relinquish any and all actions or causes of action against Be Discovered Inc. its' partners, successors, officers, agents, affiliates, volunteers, choreographers, assistant choreographers, helpers, volunteers, employees and independent contractors, from any and all claims, demands, or liabilities (including but not limited to personal injury and property damage) resulting in any manner from the Dancer's participation in the workshop.

**Acknowledge and Accepted By:**

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Date

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Dancer Signature (if under 18, parent signature)

**20 Bay Street Suite 1205 Toronto, Ontario M5J 2N8**  
**416-657-4202    www.bediscovered.net    info@bediscovered.net**