

Monterey Peninsula Ballet Theatre ~ Nutcracker 2019

Information, Medical Release and General Waiver

Emergency Information – Please Print

Performer's Name: _____

Physician's Name: _____ Phone: _____

Dentist's Name: _____ Phone: _____

Medical Insurance Co: _____ Policy# _____ Phone # _____

Does your child have any allergies, medical conditions, or physical limitations? YES NO If yes, please explain

In case of emergency contact (please provide at least two contacts)

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

I understand that I must leave contact numbers where I may be reached if the above numbers do not apply.

Medical Release and General Waiver

This is a release and waiver of liability for administering medical treatment (hereinafter, referred to as the "release"), by and between Monterey Peninsula Ballet Theatre, Inc. ("MPBT") and _____ (Parent/Legal Guardian Name) who is the parent and/or legal guardian of _____ (Child's Name).

By signing this release, I authorize any representative of MPBT to arrange for medical services for my child should such MPBT representative (in his or her sole discretion) deem such services immediately necessary. Such MPBT representative shall have the authority to take my child to an appropriate hospital emergency room, doctor's office or care facility, so that my child may receive immediate treatment or care.

By signing this release, I authorize that said representative of MPBT, emergency facility, hospital, doctor, or paramedic shall be authorized to perform any and all medical and surgical treatment, x-ray, laboratory, anesthesia, and any other medical or hospital procedures as may be deemed necessary for the care of my child.

I further authorize that in case of an allergic reaction any representative of MPBT shall be authorized to administer medication specified by my child's physician. I release and forever discharge MPBT and its employees or agents from any liability arising in law or equity as a result of MPBT's or its employees' or agents' administering epinephrine and providing other emergency care in conformance with the child's medical

exam forms, provided that MPBT has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the medical exam form.

In consideration of my child's participation in MPBT's 2019 Nutcracker program, rehearsals, performance or other related activity (the "Program"), I hereby irrevocably and unconditionally release and discharge MPBT, its affiliates, parents, and their owners, directors, officers, board members, agents, employees, volunteers, representatives and affiliates (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, liabilities, obligations, lawsuits, rights, costs and expenses whatsoever, including without limitation reasonable attorney's fees and costs (collectively, "Claims"), in any way arising from or in connection with or relating to my child's participation in the Program including without limitation as a result of any medical treatment administered in connection herewith.

I further acknowledge that I have read and understand Section 1542 of the Civil Code of the State of California, which reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I, for myself and on behalf of my heirs, successors, assigns and representatives, hereby expressly waive and relinquish all rights and benefits under Civil Code Section 1542 and any law or legal principle or similar effect.

This release shall be governed by the laws of the State of California, which is the location of the MPBT facility in which the child is enrolled, excluding its choice of law provisions. The reference in this release to MPBT shall include the MPBT, its affiliates, successors, directors, officers, employees, and representatives. The term Parent/Legal Guardian shall include the dependents, heirs, executors, administrators, assigns and successors of each.

By signing this release, I hereby acknowledge that all medical information submitted to MPBT will be shared with appropriate MPBT staff and other medical personnel in the event of treatment for my child.

I hereby release MPBT, its employees, agents, representatives and board of directors from any and all liability and claims in connection with this authorization and shall take no legal or other action against MPBT or such individuals in connection with obtaining or administering emergency medical treatment for my child.

A photocopy of this authorization shall be deemed effective as if it were an original. This authorization shall remain in effect until December 31, 2019.

Signature _____ Date _____

Name (please print) _____

Monterey Peninsula Ballet Theatre ~ Nutcracker 2019 ~ Release and Waiver ~ Due: September 1, 2019