

## **Crested Butte School of Dance and the Dance Collective Code of Conduct, Waiver of Liability and Photo Release**

### **Commitment:**

As a participant of the 2020 Move The Butte, I agree to treat others with respect, equality and fairness. I agree to uphold the mission of the School of Dance (SOD) to deepen the connection to ourselves, to each other and to the world around us through dance. We are a community-based, educational organization dedicated to fostering creativity, self-expression and personal growth to people of all ages through professional dance instruction and performance opportunity. I will strive to connect with other dancers and artists, build community, learn new things about fellow dancers and myself and experience personal growth as a part of this production.

I will nurture a positive and inclusive environment that encourages others. I will embrace the spirit of volunteerism as a participant of Move the Butte and commit to helping create the production in any way I can. I will support the choreographers and directors by always trying my hardest.

### **Participation in a Non-Profit as a Volunteer:**

I am aware that Move the Butte and all other SOD productions are fundraisers for the SOD's operational expenses. Move the Butte is a program of the SOD. For legal and liability reasons, no other persons or organizations can sell, advertise for sale, or have any financial gain, including donations, of any kind related to Move the Butte. No one outside employees of the SOD can receive pay or compensation related to Move the Butte, including choreographers and dancers.

I am aware that ticket sales go towards paying for the production costs of Move the Butte and whatever profit remains will be used to support year round SOD administrative, program and operational expenses. I am aware that any incurred costs of choreographing or dancing (including rehearsal space and costumes) will not be covered by the SOD. The SOD thanks you for being a part of making this organization sustainable and if you have any questions or want to learn more about it, please ask the directors of the SOD.

### **Communication:**

I agree to read all emails sent to the cast by the directors thoroughly and entirely. I will respond to emails when needed in a timely manner. If I have a question I will communicate first with my choreographer and then with a Move the Butte director if clarification is still needed.

As a representative of the SOD's Dance Collective, I will not speak publicly about any issue that may arise. I agree to bring all issues to the MTB directors or to the SOD directors because I understand that direct communication is the best way to resolve an issue.

### **Dancer's Code:**

As a dancer in the 2020 Move The Butte, I will come prepared and on time to rehearsals. I will attend as many required rehearsals as my choreographer directs and always communicate in advance with my choreographer if I will be missing a rehearsal. I commit to attending every mandatory all cast rehearsal and show unless unforeseen circumstances prevent me from attending. This includes First Showing, Second Showing, Tech Week and all performances. I agree to act respectfully to all choreographers and the show directors. I understand that I may be asked to leave a piece or a performance if I am disrespectful in any way.

**Drug and Alcohol Policy:**

SOD has a zero tolerance policy for participants under 21 to use drugs or alcohol prior to, or during, classes or performances. If participants over the age of 21 choose to drink alcoholic beverages or consume legal drugs before, or during, classes or performances, they must do so responsibly. During Move the Butte showings and performances, if a MTB or SOD director, or the choreographer of the piece, feels a participant is unsafe to be on stage due to irresponsible consumption of alcohol or legal drugs, the participant shall not be permitted to perform in the current showing or performance. This is up to the director's and/or choreographer's discretion.

**Agreement to Public Release:**

As a participant, volunteer or member, I acknowledge that the SOD and the sponsor photographer and videographer have the right to publish, sell and use photographs, videos and quotes from all SOD activities of which I may be a participant of. The photographer, videographer and SOD have the rights to all footage and images that my image may be contained in.

**Waiver:**

IN CONSIDERATION of being given the opportunity to participate in the School of Dance Collective's "Move the Butte: A Community Dance Production" the undersigned activity participant, for myself, my personal representative, assigns, heirs, and next of kin, voluntarily:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of these activities. I have been given the opportunity to inquire about anything I am unsure about and have made any inquiries I feel are necessary. I am qualified, in good health, and in proper physical condition to participate in such class or workshop.

**2. FULLY UNDERSTAND THAT:**

A. This event may be held in remote, high altitude, mountainous regions. Natural hazards do occur and the climate can be extreme. Immediate medical attention may not be available and the event leader may not be trained in emergency treatment.

B. Dance activities involve risks and dangers of serious bodily injuries. These include, but are not limited to; permanent disability, paralysis, and death ("risks"). These risks may be caused by my own actions, or inactions, the actions of others participating in this class/workshop, the conditions in which the class/workshop takes place, or the negligence of "releasees" named below;

C. I assume liability for all risks associated with any decision I make that I am physically able to participate in any SOD and/or Dance Collective class/workshop/production.

D. There may be other risks, which could result not only in injury but in social, economic or other kinds of losses either not known to me or not foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the class/workshop.

E. I understand the drug and alcohol policy and agree to the terms herein. \_\_\_\_\_(initial)

3. ACCEPT BY REFERENCE any waiver presented by the directors and/or representatives of SOD and the Dance Collective and signed by me.

I HEREBY RELEASE, discharge and covenant not to sue the Dance Collective, the CB School of Dance or the CB Center for the Arts, or any of their administrators, directors, choreographers, agents, officers, volunteers and employees and other participants, class/workshop/production organizers, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the class/workshop takes place (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue/first aid operations; and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a result of such claim.

Read this document carefully before signing as it LIMITS YOUR RIGHTS.

*I have read and understand the foregoing Waiver of Liability, fully understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.*

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

Printed Name \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Add me to SOD email list? Yes / No