



IMMERSE ARTISTS EXPERIENCE PARTICIPANT WAIVER AND RELEASE

Acceptance of Risk/Waiver and Release of Liability/Appearance Agreement

This form must be filled out by each participant and each participant's parent or legal guardian if participant is under 18 (or under the age of majority in their State of residence or the State of the Event Location) .

I ("I", "me", "Participant," "Registrant"), have elected on a voluntary basis, and, if I am under the age of 18 or under the age of majority in my State of residence or the State in which the Event takes place, my parent or legal guardian on my behalf (individually and collectively referred to herein as "Guardian") provides permission, acknowledges the terms of this Waiver and elects on my behalf but with my consent, to participate in dance and other athletic performance-related activities (individually and collectively, "Activities") for which I am registered with Immerse Artists Experience LLC ("Company" or "IAX"), which may include, without limitation, participation in IAX dance classes and conventions at the Event Location named below or other events at locations in which I may participate in the future (individually and collectively, "Event" or "Events"). I and my Guardian recognize that my participation in the Activities include some inherent risks relating to athletic exertion, including, but not limited to, running, jumping, twisting, and synchronized choreography involving others, and, by signing this Waiver, as defined herein, I am assuming all risks relating to the participation of the Activities through the Company. I and my Guardian hereby represent and warrant that: (i) I am aware that participation in the Activities presents certain risks (including, without limitation, brain injury, severe bodily harm and/or death) and I am aware that equipment problems and human error can contribute to or cause such injuries: (ii) I am aware that my risk of injury may be increased if I suffer from conditions that may be affected by physical exertion, and I represent and warrant that I am in good health, do not suffer from any such condition(s) (including, but not limited to neck, back, knee, foot, and heart problems), and I hereby assume any and all risks associated with any unknown condition that could be aggravated or emerge as attributable to my participation in the Activities through IAX; and (iii) no representations or any kind have been made to me by Company or Company's employees, agents, or personnel regarding my ability to participate in the Activities. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITIES, AND I AND MY GUARDIAN UNEQUIVOCALLY AGREE TO INCUR AND ASSUME SUCH RISKS AS A CONDITION TO MY PARTICIPATION IN THE ACTIVITIES. I REPRESENT AND WARRANT THAT I HAVE REVIEWED THIS WAIVER ("WAIVER") WITH MY GUARDIAN AND I HAVE OBTAINED THE PERMISSION OF MY GUARDIAN TO ENTER INTO THIS WAIVER, AS EVIDENCED BY MY GUARDIAN'S SIGNATURE/S BELOW. I AND MY GUARDIAN AGREE AND ACKNOWLEDGE THAT THIS WAIVER IS APPLICABLE TO ALL CURRENT AND PAST COMPANY EVENTS AND ALL ACTIVITIES IN WHICH I WILL PARTICIPATE OR HAVE ALREADY PARTICIPATED IN THROUGH THE COMPANY.**

I and my Guardian, if applicable, understand that the Company from time to time produces audio-visual programs, promotions, and other materials relating to its Events, including, but not limited to, social media posts. I and my Guardian hereby grant Company and its agents, successors, assigns and licensees the perpetual right and license to use my name, likeness, biographical information, photographs, voice, personal characteristics, and other personal identification (collectively, "Likeness") and any digital, videotape, sound and audio-visual recordings in any way (collectively, "Recordings") in any and all manner and media, now known or hereafter devised, throughout the world, for any and all purposes including, without limitation, in productions and in connection with the advertising and promotions and/or Company, provided that Company is under no obligation to exercise any of the foregoing rights.

IN ORDER TO INDUCE COMPANY TO REGISTER PARTICIPANT IN COMPANY'S EVENTS AND IN CONSIDERATION FOR PARTICIPANT'S OPPORTUNITY TO PARTICIPATE IN THE ACTIVITIES, I AND MY GUARDIAN HEREBY WAIVE ALL CLAIMS (PAST, PRESENT OR FUTURE), RELEASE AND DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ALL OF ITS SPONSORS AND ADVERTISERS, ALL VENUES AT WHICH THE EVENTS ARE HELD AND ALL OTHER PERSONS AND ENTITIES CONNECTED WITH THE EVENTS, THE RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATED ENTITIES, LICENSEES, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, MEMBERS, MANAGERS, PARTNERS, SHAREHOLDERS, AND REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE HEIRS, NEXT OF KIN, SPOUSES, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, LICENSEES AND ASSIGNS (INDIVIDUALLY AND COLLECTIVELY, THE "RELEASEES"), IN ADVANCE FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, DAMAGES, EXPENSE, CLAIMS, DEMANDS, ACTIONS, JUDGMENTS AND EXECUTIONS (INDIVIDUALLY AND COLLECTIVELY, "CLAIMS"), WHICH I AND MY GUARDIAN, AND MY AND MY GUARDIAN'S HEIRS, REPRESENTATIVES, ADMINISTRATORS, EXECUTORS, AND ASSIGNS (THE "RELEASING PARTIES") EVER HAD, NOW HAS, OR MAY HAVE IN THE FUTURE, KNOWN OR UNKNOWN, FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, BODILY INJURY, DEATH, LOST WAGES, LOSS OF EMPLOYMENT, INFLICTION OF EMOTIONAL DISTRESS, AND/OR DAMAGE TO PROPERTY (REAL OR PERSONAL) IN ANY WAY CAUSED BY, RELATED



TO, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THE RELEASING PARTIES' PARTICIPATION IN THE ACTIVITIES AND/OR PRESENCE AT THE EVENTS, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM AND DEFECT OR FAILURE IN OR OF EQUIPMENT, VENUES, WARNINGS, INSTRUCTIONS, OR OTHERWISE, AND/OR ARISING FROM THE RELEASEES' OR ANY THIRD PARTIES' NEGLIGENCE OR CARELESSNESS AND/OR THE USE OF MY LIKENESS, INCLUDING, BUT NOT LIMITED TO, DEFAMATION, INVASION OF PRIVACY, INFRINGEMENT OF RIGHTS OF PUBLICITY, MISAPPROPRIATION, FALSE LIGHT, COPYRIGHT OR TRADEMARK INFRINGEMENT. I AND MY GUARDIAN UNDERSTAND THE SIGNIFICANCE AND CONSEQUENCE OF THIS WAIVER AND THE RELEASE OF CLAIMS SET FORTH ABOVE, AND AGREE THAT, ALL RIGHTS AND CLAIMS ARE HEREBY EXPRESSLY VOLUNTARILY WAIVED IN FULL BY ME AND MY GUARDIAN.

I and my Guardian shall not be entitled for any reason to terminate or rescind this Waiver nor to enjoin, restrain or otherwise impair the exercise of any of the rights and privileges granted or to be granted to Company hereunder, nor to restrain, enjoin or otherwise impair the development, production, exhibition and/or exploitation of the Events.

IN CASE OF EMERGENCY, I and my Guardian authorize Company and Company's agents, employees, representatives, and contractors to arrange for or provide such medical assistance to me as any of them deems necessary, and authorize any physician, other medical or paramedical provider, and any medical facility to provide medical or surgical care, including without limitation anesthetization and hospitalization, which any of them may determine to be necessary or advisable, pending receipt of a specific consent from me. If my condition renders me incapable (as determined by Company and/or medical provider) of providing a specific consent at the time that medical provider present determines any treatment to be necessary and/or advisable in such the medical provider's sole discretion, I and my Guardian authorize such provider to administer such treatment without the need for further consent. I and my Guardian acknowledge that I will be responsible for paying for any medical treatment that I may receive as a result of injuries or illness suffered during my attendance and/or participation in the Events and Activities.

This Waiver shall be interpreted under the internal, substantive laws of the State of Arkansas without regard to the conflicts of law provisions thereof. The illegality, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any of the remainder of this Waiver, which shall be enforced to the maximum extent permitted by law. **I AND MY GUARDIAN HEREBY ACKNOWLEDGE THAT WE WERE GIVEN AMPLE TIME TO REVIEW THIS WAIVER AND WERE PROVIDED THE OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL BEFORE SIGNING THIS WAIVER. I AND MY GUARDIAN ACKNOWLEDGE THAT I AND MY GUARDIAN HAVE READ EVERY PARAGRAPH OF THIS WAIVER AND UNDERSTAND EACH PARAGRAPH COMPLETELY. I AND MY GUARDIAN FREELY AND VOLUNTARILY AGREE TO ALL OF THE TERMS CONTAINED HEREIN AND UNDERSTAND THAT I AND MY GUARDIAN ARE GIVING UP CERTAIN LEGAL RIGHTS.**

FORCE MAJEURE: I and my Guardian acknowledge and agree that if Company is prevented from carrying out its obligations as it pertains to the Event at the Event location for which I am registered as a result of any cause beyond its control, or such Event cannot be held or does not occur due to acts of God, strikes, labor disputes, government requisitions, government orders, restrictions or regulations on travel, hotel or facility availability, commodities or supplies, war or apparent act of war, terrorism, civil disorder or pandemic including any outbreak of SARS-CoV-2 or otherwise, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively, a "Force Majeure"), Company shall have the right to immediately terminate or cancel the affected Event without liability and shall be relieved of its obligations to Registrant. **I AND MY GUARDIAN FURTHER ACKNOWLEDGE AND AGREE THAT IF THE EVENT IS TERMINATED OR CANCELLED DUE TO A FORCE MAJEURE EVENT, ANY REGISTRATION PAYMENTS OR OTHER PAYMENTS MADE TO THE COMPANY SHALL BE NON-REFUNDABLE TO EITHER ME OR MY GUARDIAN. IF THE EVENT IS CANCELLED OR TERMINATED TO SUCH FORCE MAJEURE EVENT, COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY COSTS, CHARGES OR EXPENSES INCURRED BY ME OR MY GUARDIAN OR ANY OTHER PARTY INCLUDING, BUT NOT LIMITED TO, COSTS, EXPENSES OR CHARGES RELATED TO RAVEL OR LODGING.** Further, Company reserves the right to change the date and/or Event Location of the Event at its sole discretion; and such changes shall not be deemed a cancellation; and registration obligation herein shall remain in force provided Company provides Registrant with notice of such changes at least 30 days before the scheduled date of the Event.

BY EXECUTING THIS WAIVER, I AND MY GUARDIAN ACKNOWLEDGE MY PARTICIPATION IN THE ACTIVITIES COULD LEAD TO EXPOSURE TO CONTAGIONS AND VOLUNTARILY ASSUME THE RISK THAT WE MAY BE EXPOSED TO OR INFECTED BY ANY CONTAGIONS, INCLUDING BY WAY OF ILLUSTRATION, BUT IN NO MEANS OF LIMITATION, COVID-19, BY ATTENDING THE EVENT AND PERFORMING IN THE ACTIVITIES AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS,



PERMANENT DISABILITY, AND DEATH. FURTHER, I AND MY GUARDIAN UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO OR INFECTED TO ANY CONTAGION AT THE EVENT MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MYSELF AND OTHERS, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ITS AGENTS, EMPLOYEES, VOLUNTEERS, AND EVENT PARTICIPANTS AND THEIR FAMILIES. I AND MY GUARDIAN VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO ME OR MY GUARDIAN (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY GUARDIAN MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY ATTENDANCE AT THE EVENT OR PARTICIPATION IN THE ACTIVITIES (THE "CLAIMS"). I AND MY GUARDIAN, BY EXECUTION OF THIS WAIVER, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS THE COMPANY, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I AND MY GUARDIAN UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES, WHETHER A CONTAGIOUS INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY EVENT OR THE ACTIVITIES.

I and my Guardian understand and agree that my or my Guardian's electronic signature to this Waiver shall be valid as my original signature and shall be effective to bind me and my Guardian to this Waiver. I and my Guardian agree that any electronically signed document (including this Waiver) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extend and under the same conditions as other original records created and maintained in documentary form. I and my Guardian agree that we shall not contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record adopted by a person with the intent to sign, authenticate or accept such contract tor record) hereto or any other document related to this Waiver, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Arkansas Uniform Electronic Transactions Act, and any similar state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

If Participant is under 18 (or under the age of majority in Participant's State of Residence or State of the Event Location): I represent and warrant that I am the parent or legal guardian of the minor whose name is appended to this document electronically or otherwise. I have read the foregoing Waiver and am satisfied that the Waiver is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I further represent and warrant that I have read this Waiver to the minor who is the Participant and that the minor has indicated to me they understand and consent to the terms herein and to participation in the Activities and Events. I further freely and voluntarily agree to all of the terms contained herein and understand that I, as Parent and/or Guardian, am freely giving up certain legal rights.

Signature of Participant: _____ Date: _____
(or Parent/Guardian)

If Parent/Guardian Signed Above, Name of Participant: _____

Event: _____ Event Location: _____
Date: _____