Jack & Jill O'Rama Dance Event June 6-10th, 2024

Disclaimers, Waivers & Policies

If you are under 18 email jackandjillorama@gmail.com ASAP for the Minor/Junior forms. These are required to be signed and submitted prior to your attendance at Jack & Jill O'Rama.

> All adults, carefully read the following included documents: LIABILITY WAIVER AND RELEASE (ADULT) COVID-19 AND GENERAL HEALTH POLICY MEDIA POLICY CODE OF CONDUCT

At the bottom sign and print your name indicating that you have carefully read, fully understand, and agree to the terms of ALL of the listed documents. This must be completed prior to your attending Jack & Jill O'Rama

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LIABILITY WAIVER AND RELEASE (ADULT)

THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING

I acknowledge that I voluntarily applied to participate in the dance event named Jack & Jill O'Rama (the "<u>Event</u>") to take place from June 6-10, 2024, at the Hyatt Regency Orange County, presented by Jack & Jill O'Rama, LLC, directed by Benjamin Morris, and implemented by persons consisting of faculty, staff, volunteers, employees, contractors and other agents (collectively the "<u>Jack & Jill O'Rama Staff</u>").

I understand and acknowledge that I am fully aware of and assume the risks (including but not limited to risk of any personal injury or death, or property loss/damage) to said attendee, by participation in the recreational and other activities at the Event, and I understand that none of Jack & Jill O'Rama, LLC, Benjamin Morris, or the Jack & Jill O'Rama Staff have responsibility for, nor shall be obligated to pay for medical treatment and related costs if I am injured or require medical treatment at or after the Event, or provide reimbursement in the case of loss/damage to personal property.

Knowing the risks described above, I agree to assume all such risks and responsibilities resulting or arising from participation in the Event, releasing the Event, Jack & Jill O'Rama, LLC, Benjamin Morris, and all Jack & Jill O'Rama Staff (collectively the "<u>Releasees</u>") from any and all claims, damages, or any other liability resulting from or arising out of the participation in the Event. To the fullest extent allowed by law, I hold harmless and agree to indemnify the Releasees, from and against past, present, or future claim, cause of action, loss, damages, costs and expenses (including attorney fees and other related costs) or liability for injury to person or property, which I may incur or for which I may be liable, related to participation in the Event, or resulting from any cause whatsoever related to the Event, and regardless of fault.

If the Releasees incur any costs, damages, or expenses (including attorney fees or other costs or expenses) due to any injury or damage caused by <u>me</u>, I agree to indemnify and hold harmless the Releasees, by reimbursement to be paid thereto.

I understand that pursuant to California Civil Code Section 1542, a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. I hereby waive the benefits of CA Civil Code Section 1542 to the extent permissible under California law.

I am at least eighteen years of age and have carefully read and freely signed this Liability Waiver and Release Form (Adult). I understand and agree that no oral or written representations can or will alter the contents of this document. By signing, I acknowledge and understand that this document is written to be as broad and inclusive as legally permitted by the State of California.

Benjamin Morris, Manager Jack & Jill O'Rama, LLC

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COVID-19 AND GENERAL HEALTH POLICY

At the dance event Jack & Jill O'Rama 2024 (the "<u>Event</u>"), we have implemented the following COVID-19 and General Health Policy.

As the Centers for Disease Control and Prevention, the California Department of Public Health have retired the majority of their COVID-19 prevention protocols, they have shifted from a strategy of public mandates to one of personal individual responsibility, and Jack & Jill O'Rama recommends the following:

- 1. Partner dancing may be a potentially high-risk activity for COVID-19 (or other infectious disease) transmission due to close physical contact. You should take this into account when deciding to attend the Event in conjunction with your personal circumstances, health, and risk tolerance.
- 2. While masks are no longer required, we respect and support individuals who choose to wear masks. We kindly ask attendees to be understanding and respectful of each other's choices regarding mask-wearing. Personal preferences and circumstances may vary, and we promote a supportive and inclusive environment for all.
- 3. If you have been in a high-risk environment, had close contact with someone who has tested positive for COVID-19, or are experiencing mild cold or allergy-like symptoms, we ask that you take precautions such as taking a test for COVID-19 and/or wearing a mask during the Event.
- If you have more <u>SEVERE SYMPTOMS</u>, such as fever or have tested positive for COVID-19, <u>WE INSIST THAT YOU NOT ATTEND THE EVENT</u>! Staying home in such circumstances is crucial to protect the health and safety of fellow attendees.
- 5. Hygiene Practices: We encourage all attendees to practice good hygiene during the Event. This includes regular handwashing with soap and water for at least 20 seconds or using hand sanitizer with at least 60% alcohol regularly during dance sessions.

Please note that this policy is subject to change based on evolving circumstances and local health guidelines. We will continue to monitor local health guidelines and recommendations, and any updates or changes to the Event's health policies will be communicated through official channels, including our website, email, and social media platforms. Stay informed and check for updates regularly.

By attending the Event, you acknowledge and understand that the Event cannot guarantee a risk-free environment and that neither the Event, its producers or anyone working to implement the Event is liable for any potential exposure to COVID-19 or other illnesses.

We kindly ask that all attendees do their part to adhere to our policies and help ensure the wellbeing of everyone present. Your cooperation and understanding are greatly appreciated.

Benjamin Morris, Manager Jack & Jill O'Rama, LLC

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MEDIA POLICY

By participating in the dance event Jack & Jill O'Rama 2024, organized by Jack & Jill O'Rama, LLC and Benjamin Morris, hereinafter referred to as the "Event," all staff members, event attendees, and participants hereby acknowledge and agree to the following media policy:

- Media Consent: I grant the Event the right to use, reproduce, display, and distribute any photographs, videos, or other media content captured at the Event (including images of me), in any format or media platform, without further notification or compensation. Designated Event staff may capture media during all aspects of the event, including but not limited to contests, social dancing, and workshops.
- 2. Ownership and Copyright: I acknowledge that the Event Organizer or its designated representatives, shall retain all ownership for copyright or any other purpose, of the media content captured at the Event. I understand that I do not have any rights or claims to the media content captured by others at the Event.
- 3. Consent of Minors: If I am the parent or legal guardian of a minor participating in the Event, I hereby provide consent on behalf of the minor for the use and distribution of images of said minor, including their photographs, videos, or other media content, in accordance with this media policy.
- 4. Social Media and Online Platforms: I acknowledge and agree that any photographs, videos, or other media content taken at the Event by myself, other attendees, or staff members and posted on social media platforms such as Facebook, Instagram, Twitter, YouTube, or any other online platforms, may be shared, re-posted, or used by the Event as well as any featured dancers in the media content without further notification or compensation, as outlined in this media policy.
- 5. Attendees are allowed to film and/or photograph non-professional dance competitions during the Event.

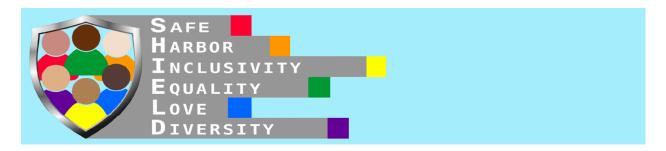
For the professional level dance competitions (we will announce/clarify during the event which these are), no filming is allowed except by the event videographer(s) and those who are filming on behalf of the competitors.

Please do not film and/or photograph dancers during social dancing without first obtaining their permission.

- 6. Right to Decline: I understand that the Event Organizer may exercise discretion in the selection and use of photographs, videos, or other media content, and is under no obligation to use or distribute any specific media content captured at the Event.
- 7. Privacy and Sensitivity: The Event Organizer will make reasonable efforts to respect the privacy and sensitivity of individuals captured in the media content. However, I understand that it may not be possible to control or monitor the actions of all attendees or staff members. I release the Event Organizer and any person or entity related to the Event Organizer from any liability for the use, alteration, or dissemination of any media content that may result in unintentional harm, embarrassment, or invasion of privacy.
- 8. Governing Law and Jurisdiction: This media policy shall be governed by and construed in accordance with the laws of California. Any disputes arising out of or relating to this policy shall be subject to the exclusive jurisdiction of the courts of California.

I have read this media policy and fully understand its contents. I voluntarily agree to grant the Event and its authorized representatives the rights and permissions as stated above.

Benjamin Morris, Manager Jack & Jill O'Rama, LLC



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CODE OF CONDUCT

The dance event Jack & Jill O'Rama strives to create a supportive and safe environment for people to express their creativity and passion for West Coast Swing.

We aim to uphold the principles of S.H.I.E.L.D. developed by fellow dance event TAP, Directed by Demetre Souliotes, promoting a Safe Harbor for Inclusivity, Equality, Love, and Diversity, within the West Coast Swing Community.

To ensure a positive experience for everyone involved, we kindly ask all attendees to adhere to the following code of conduct:

- Respect and Inclusivity: Treat all participants, including dancers, instructors, staff, and fellow attendees, with respect, courtesy, and inclusivity. Embrace diversity and refrain from any form of discrimination, harassment, or bullying based on race, ethnicity, gender, sexual orientation, age, ability, or any other protected characteristic.
- Consent and Boundaries: Respect personal boundaries and always obtain explicit and enthusiastic consent before engaging in any physical contact, including dancing, partnering, or touching.

a) Be attentive to verbal and non-verbal cues that indicate someone's comfort level, and immediately honor any requests for personal space.

b) Respect a person's right to choose with whom and when they dance.

c) All attendees have the right to respectfully decline a dance, dance their preferred role, or discontinue a dance at any time.

- 3) Communication: Engage in positive and supportive conversations, fostering a welcoming atmosphere for all attendees.
 - a. Please avoid criticizing or offering unsolicited feedback regarding a person's dancing or physical appearance.
- 4) Alcohol and Substance Use: Please consume responsibly, and ensure that your consumption does not impair your ability to dance safely or interact respectfully with others. If there is concern regarding excessive use/impairment, an attendee has the right to refuse a dance with said person, and the event reserves the right to remove you from the competition or the event. Do not provide alcohol to anyone under the age of 21. The use of illegal substances is prohibited.
- 5) Keeping Others Safe: Be mindful of the inherent risk of injury and avoid movements that increase the danger of hurting your partner or others around you while dancing.
 - a) Avoid lifts, drops, or other dramatic weight-supported moves your partner may be unprepared for. (For example, don't suddenly throw yourself or your partner into a dip.) You never know when someone might have a pre-existing injury of limited mobility.
 - b) If anyone near you falls or is injured, please offer immediate assistance and check if they are okay. If you see that someone needs medical attention, contact a member of our staff immediately and call the hotel operator and ask for the medical first response team. In an emergency, call 911.
- 6) Compliance with Event Rules: Adhere to the rules, regulations, and guidelines set forth by the event organizers, venue, and instructors. Follow any instructions from event staff, volunteers, or security personnel to maintain a smooth and orderly event experience.

Reporting Incidents: If you witness or experience any behavior that violates this code of conduct, promptly report it to event staff or organizers. We are committed to addressing any concerns or incidents in a timely and appropriate manner in an attempt to ensure the safety and well-being of all participants.

Failure to comply with this code of conduct may result in consequences, including but not limited to a verbal warning, removal from the event without refund, and restriction from attending future events organized by the same entity. We also reserve the right to refuse admission for any reason.

By attending Jack & Jill O'Rama, you acknowledge and agree to abide by this code of conduct, promoting a positive and inclusive dance community.

In the continued spirit of events working together to perpetuate a safe and supportive dance family, we would like to give thanks to Ben and Cameo McHenry, event directors of Capital Swing and Swingtacular... who say thanks to Boogie By The Bay... and Demetre Souliotes, director of TAP The After Party, who gives thanks to Kay Newhouse and Dave Moldover of Dance Jam Productions... Jack & Jill O'Rama is excited to kick off their first year getting back in the swing of things as part of such a supportive community... Let's keep the positive momentum going!

Benjamin Morris, Manager Jack & Jill O'Rama, LLC

I am at least 18 years of age and have carefully read, fully understand, and agree to the terms laid out in ALL of the documents listed:

LIABILITY WAIVER AND RELEASE (ADULT) COVID-19 AND GENERAL HEALTH POLICY MEDIA POLICY CODE OF CONDUCT

I have signed freely and I understand that by agreeing to these documents I have given up substantial rights.

I understand and agree that no oral or written representations can or will alter the contents of these documents.

By signing, I acknowledge and understand that this agreement is written to be as broad and inclusive as legally permitted by the State of California and that if any portion of this agreement it to be held invalid, the balance, notwithstanding, shall continue in full force and effect.

This agreement shall be governed by and construed in accordance with the laws of California. Any disputes arising out of or relating to this agreement shall be subject to the exclusive jurisdiction of the courts of California.

Sign, Print and Date your name below.