

EXHIBIT D TO THE BDPA MEMBER AGREEMENT
HEALTH & WELLNESS PROGRAM CONSENT AND RELEASE WAIVER

The purpose of the BD Performing Arts (“**BDPA**”) Health & Wellness Program is to identify health related issues as they pertain to the drum corps activity and improve the overall physical wellness of the BDPA membership.

During the season, various members of the Health & Wellness Team, including but not limited to physical therapists, physical therapist assistants, physicians, athletic trainers, massage therapists, chiropractors, exercise science specialists, kinesiologists, nurses, nutritionists, body workers, researchers, and statisticians, may work closely with you regarding health-related issues (individually and collectively, the “**BDPA Health & Wellness Team**”).

Members of the BDPA Health and Wellness Team may evaluate and/or recommend treatment for chronic or acute impairments or functional limitations as they affect your ability to perform your given role in the production. The evaluation may include examination, screenings, tests/measures, assessment, and recommendations for additional medical attention and may require follow up documentation from a physician stating that the member can participate safely in the activity (individually and collectively, the “**Evaluation**”). The recommended further medical treatments may include exercise prescriptions, physical training programs, rehabilitative procedures, mobilizations, stretching, massage, taping, modalities, and use of other physical agents such as muscle rub cream (individually and collectively, a “**Treatment**”). You are expected to cooperate fully with the evaluations, training programs, and recommended further medical Treatment programs that may be professionally designed for you by the BDPA Health and Wellness Team.

There are certain inherent risks involved with the BDPA Health & Wellness program, as you will be asked to exert effort and perform activities with increasing degrees of difficulty which could increase pain or discomfort or aggravate an existing condition.

IMPORTANT NOTICE

PRIOR TO RECEIVING ANY EVALUATION OR RECOMMENDED TREATMENT BY THE BDPA HEALTH & WELLNESS TEAM, IT IS YOUR SOLE AND EXCLUSIVE RESPONSIBILITY TO INFORM THE BDPA HEALTH & WELLNESS TEAM OF ANY KNOWN OR SUSPECTED CONDITIONS THAT MAY AFFECT YOUR ABILITY TO PERFORM ANY EVALUATION AND/OR RECOMMENDED TREATMENT.

BECAUSE OF THE NATURE OF EVALUATION AND RECOMMENDED TREATMENTS, MEMBERS OF THE BDPA HEALTH & WELLNESS TEAM MAY WORK HANDS-ON WITH YOUR BODY (I.E., PHYSICALLY TOUCH YOU). OUR BDPA HEALTH & WELLNESS WILL CONSIDER YOUR PERSONAL COMFORT AND MODESTY AT ALL TIMES. IF YOU FEEL UNCOMFORTABLE DURING ANY EVALUATION AND/OR RECOMMENDED TREATMENT, IT IS YOUR RESPONSIBILITY TO INFORM THE BDPA HEALTH & WELLNESS TEAM IMMEDIATELY.

BDPA HEALTH & WELLNESS CONSENT AND RELEASE

I, the undersigned participant in BD Performing Arts ("**BDPA**"), or my parent/guardian if I am under the age of eighteen (individually and collectively, "**I**"), acknowledge and fully understand that I am voluntarily participating in BDPA, and I have read, understood and agree to the information contained on the cover page to this BDPA Health & Wellness Consent and Release.

I agree to cooperate fully, to participate in all Evaluations and recommended further medical Treatments that the BDPA Health & Wellness Team may provide to me, and to comply with all training and further recommended further medical Treatment programs established for me by the BDPA Health & Wellness Team.

I understand and agree that in the course of receiving Evaluation(s) and/or recommended further medical Treatment(s), I may engage in activities that involve the material risk of serious physical and/or psychological injury, including permanent disability or death, pain, suffering, illness, disfigurement, temporary or permanent disability, death or economic loss, which might result not only from my action, inaction or negligence, but also from the action, inaction or negligence of others, and the condition of any premises. Furthermore, there may be other unknown risks that are not reasonably foreseeable at this time. Accordingly, I acknowledge, fully understand, and agree that I assume all of the foregoing risks and accept personal responsibility for any and all damages following such injury, permanent disability or death.

In consideration of my participation in BDPA, I hereby fully and without limitation release and discharge BDPA, the BDPA Health & Wellness Team, and BDPA agents, representatives, partners, officers, directors, volunteers, staff members, employees, attorneys, affiliates, successors and assigns (collectively, "**BDPA Affiliates**"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation, of whatever nature ("**Claims**"), which I may now have or claim to have against, or claim from, BDPA or any BDPA Affiliates, as a result of any and all Evaluation(s) and/or recommended further medical Treatment(s), to the maximum extent permitted by applicable law. I shall not commence a lawsuit or participate in any legal action whatsoever against BDPA or any BDPA Affiliate as a result of, or in connection with, any Evaluation(s) and/or recommended further medical Treatment(s).

I further acknowledge and agree that I expressly waive my rights under § 1542 of the California Civil Code or any similar law of any state or territory of the United States. I acknowledge that such § 1542 provides as follows:

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.

As a result of the foregoing, the above release extends to all of my rights, claims, demands, liabilities, actions, causes of action, damages, losses, costs, expenses and compensation whether known or unknown, foreseen or unforeseen, patent or latent, which I may currently or in the future possess. I understand and acknowledge the significance of such a specific waiver of § 1542 of the California Civil Code. I fully understand and acknowledge that if the facts underlying the foregoing release are found to be other than or different from the facts now understood by it to be true, I expressly accept and assume the risks of such possible differences in facts and agrees that the release set forth herein shall remain in full force and effect, notwithstanding any such difference in facts.

In an event of my injury or illness resulting from or in connection with an Evaluation and/or recommended further medical Treatment hereunder, I hereby authorize the BDPA Health & Wellness Team to consent to whatever x-ray, examination, anesthetic, medical, surgical, or dental diagnosis, treatment, pain control, other invasive treatments and/or hospital care that may be considered necessary for me in the reasonable judgment of the attending physician, surgeon, or dentist and to be performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing such medical or dental services. I understand and agree to be solely and exclusively financially responsible for the cost of such assistance and/or treatment. I recognize and agree that the directors, officers, managers, instructors and/or chaperones of BDPA consenting to such health care may reasonably and in good faith rely upon the advice furnished to him or her by the attending licensed health care provider(s).

I agree to hold BDPA and the BDPA Health & Wellness Team harmless from any and all claims, loss or damage to my personal property, liabilities and costs, including

reasonable attorney's fees, as a result of my participation in the BDPA Health & Wellness Program and/or any Evaluation or recommended further medical Treatment. If BDPA incurs any of these types of expenses, I shall reimburse BDPA.

I also give my express permission for my personal, protected medical information provided on any personal protected health information collected by personnel of BDPA, to be released to any hospital and/or clinic providing treatment, to BDPA management, and to any insurance company representing BDPA, as provided for under California law. This form may be photocopied for lawful use in connection with BDPA rehearsals, performances, and touring activities.

I agree that all claims that may arise from my participation in BDPA shall be resolved under California law. I have read the above waiver/release and understand that I have given up substantial rights by signing this release and sign below voluntarily. I understand that this BDPA Health & Wellness Consent and Release may not be altered in any manner without the express written consent of the Director of BDPA and that any unauthorized alteration will cause me to be removed from BDPA.

THIS AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT MUST BE EXECUTED BEFORE THE MEMBER MAY PARTICIPATE IN BDPA. TREATMENT FOR INJURY WILL BE BASED UPON INFORMATION PROVIDED HEREIN. IF THE MEMBER IS UNDER 18, A PARENT OR GUARDIAN MUST SIGN THIS FORM.

THIS BDPA HEALTH & WELLNESS CONSENT AND RELEASE SHALL EXPIRE ON SEPTEMBER 1, 2023.

ACKNOWLEDGMENT & AUTHORIZATION

I have read and acknowledge the rights and claims and agree to abide by the terms and conditions thereof, as well as the authorization for emergency medical treatment.

X

Student Signature _____ Print Name _____ Date _____

Parent/Guardian Signature _____ Print Name and Relationship _____ Date _____

(A parent or legal guardian must sign if the student is under 18 years old.)