TOWN THEATRE YOUTH THEATRE PROGRAM WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

As consideration for being allowed to participate in Town Theatre's Youth Theatre Program ("the Program") which includes summer camp, youth theatre classes/performances, Town Teen Troupe classes/performances, the undersigned, on his or her behalf and on behalf of the Participant(s) identified, acknowledges, appreciates, understands, and agrees to the following:

WHEREAS, the undersigned represents that she/he is the parent or legal guardian of the Participant(s) or has obtained express permission from the parent or legal guardian of the Participant(s) identified to execute this Agreement on their behalf;

WHEREAS, the undersigned represents that she/he is competent to enter into this Agreement and does so voluntarily and without any duress or undue influence;

AND WHEREAS, the undersigned represents that the Participant(s) identified are of physical ability to participate in the Program.

NOW THEREFORE, the undersigned agrees as follows:

- 1. **ASSUMPTION OF RISK.** The undersigned acknowledges, appreciates, and understands that there are inherent risks associated with participation in the Program, including, but not limited to: personal injury, including severe bodily injury, damage to personal property, and death. The undersigned willingly assumes these risks on behalf of herself/himself and on behalf of the named Participant(s).
- 2. **RELEASE.** The undersigned, for the Participant(s), for herself/himself, and their heirs, assigns, representatives, and next of kin agrees to completely release and forever discharge the Columbia Stage Society d/b/a Town Theatre, its past, present, and future successors, officers, directors, volunteers, employees, agents, and representatives (collectively, the "Released Parties"), from any and all claims, damages, and causes of action of every kind, nature, and character, known or unknown, in law or equity, fixed or contingent, which are in existence now or in the future, with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of any of the Released Parties or otherwise, arising from or in any way related specifically to the Participant(s) participation in the Program.
- 3. <u>HOLD HARMLESS</u>. The undersigned, for the Participant(s), for herself/himself, and their heirs, assigns, representatives, and next of kin agrees to indemnify and hold harmless Columbia Stage Society d/b/a Town Theatre, its past, present, and future successors, officers, directors, volunteers, employees, agents, and representatives, from any and all claims, actions, and judgments, including all costs of defense and attorney's fees incurred in defending the same, arising from or in any way related to the Participant(s) participation in the Program.

I HAVE READ THE WAIVER, RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT. BY SIGNING BELOW I ACKNOWLEDGE THAT I AGREE TO THE CONTENT OF THIS AGREEMENT.

| articipant Name(s) | |
|--------------------------------|--|
| arent/Legal Guardian Name | |
| arent/Legal Guardian Signature | |
| pate | |