

# Release and Waiver of Liability and Indemnity Agreement Young Actors Stage, LLC

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the Performing Arts Studio indicated below and/or being permitted to enter the designated rehearsal/performance area, the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below performing arts activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.
2. I/We fully understand and acknowledge that:
  - a. There are risks and dangers associated with participation in Dance/Theater events and activities, which could result in bodily injury, partial and/or total disability, paralysis and death.
  - b. The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.
  - c. These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.
3. I/We accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/We HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Young Actors Stage, LLC, including its owners, managers, promoters, instructors, the studio allowing use of the premises to conduct the dance/theater event or program, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding the facility or events held at such facility and each of them, their directors, officers, agents, employees, or others associated with Young Actors Stage, LLC, all for the purposes herein referred to as "Releasee"... FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY UNJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/We HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PORCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardians(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

8. Participant agrees that the releases and waivers set forth herein shall specifically apply, without limitation, to any illness or injury to Participant arising out of or resulting from COVID-19 or any other illness or infectious materials. Participant agrees to comply with all applicable COVID-19 related health restrictions as directed by YAS staff. YAS, in its sole discretion, reserves the right to excuse and exclude Participant from any Event(s) (without a refund to Participant) should YAS determine that Participant failed or is failing to comply with YAS staff's COVID-19 health restrictions or directives.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

## Photo Release

I understand that photos and videos are occasionally taken during Young Actors Stage, LLC rehearsals and performances. I consent that the photographs, audio, or video, taken of my child, may be used by Young Actors Stage, LLC, its assigns or successors, in whatever way they desire, including, but not limited to publicity purposes, web page, and external publications: furthermore, I hereby consent that such photographs and videos shall be the sole property of Young Actors Stage, LLC, and they shall have the right to duplicate and make other uses for such information as they desire free and clear of any claim whatsoever on my part.

Releasees: Young Actors Stage, LLC

Printed Name of Participant:.....

Parent or Legal Guardian Name:.....

Parent or Legal Guardian Signature:.....Date...../...../.....