



# Cross Community Players

## Release, Waiver of Liability, Assumption of Risk and Indemnification Agreement

**READ CAREFULLY BEFORE SIGNING**

Participant's Name (please print): \_\_\_\_\_

I wish to participate in the recreational activity of the Cross Community Players (CCP) production of *Once Upon a Mattress* ("Production").

In consideration of my participation in the Production:

- 1. This Agreement shall bind me, my family members, my heirs, my successors, my assigns, my estate, my personal representatives, and my legal representatives. **I UNDERSTAND AND AGREE THAT THIS AGREEMENT BINDS ME AND ANYONE WHO MAY ACT ON MY BEHALF OR REPRESENT ME.**
- 2. **RELEASE AND WAIVER:** I forever release, waive, discharge, and covenant not to sue CCP and its directors, officers, employees, contractors, volunteers, agents, and their successors and assigns (the "Released Parties"), from all liability for any and all loss or damage, and any claim or demands therefore, on account of illness, injury to my person, death, and/or damage to my property caused by an accident or by the negligent conduct of any of the Released Parties in connection with the Production. **I UNDERSTAND AND AGREE THAT I AM GIVING UP MY RIGHT TO ASSERT A CLAIM AGAINST OR SUE ANY OF THE RELEASED PARTIES FOR NEGLIGENCE.**
- 3. **ASSUMPTION OF RISK:** I knowingly and voluntarily assume the risks of participating in the Production. These risks include, but are not limited to, illness, injury to my person, death, and damage to my property. Specific risks include, but are not limited to, emotional distress; injury when executing choreography; falls from heights (stage, set pieces); injury from handling or using objects or props; tripping or falling in darkened areas; allergic reactions to makeup or materials; illness or injury from bright lights or loud sounds; and all other risks associated with theater productions. All such risks, known and unknown, anticipated and unanticipated, are understood and assumed by me. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE PRODUCTION.**
- 4. **MEDICAL CONSENT:** I consent to receive first aid and medical treatment in the event of illness or injury to my person during my participation in the Production. I consent to the Released Parties contacting the emergency contact I provide below regarding my need for first aid or medical treatment:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Relationship to you

Allergies or medical conditions emergency responders should know about:

Participant's date of birth to provide to medical personnel: \_\_\_/\_\_\_/\_\_\_

5. **INSURANCE RESPONSIBILITY**: I understand that the Released Parties do not assume any responsibility for providing financial assistance, insurance, or any other assistance in the event of illness, injury to my person, death, or damage to my property. I agree it is my responsibility to pay, or cover through my insurance, the cost of any illness, injury to my person, death, or damage to my property, including, but not limited to, medical bills, resulting from my participation in the Production, as contemplated in paragraphs 2, 3, and 4 above. **I UNDERSTAND AND AGREE THAT I AM RESPONSIBLE FOR MY OWN INSURANCE AND COSTS.**
6. **INDEMNITY FOR MY OWN ACTIONS**: I agree to indemnify, defend, and hold harmless CCP and its directors, officers, employees, contractors, volunteers, agents, and their successors and assigns, from and against all liability, loss, damage, cost, or expense, including attorney fees, which relate to or arise out of my own conduct in connection with my participation in the Production. **I UNDERSTAND AND AGREE THAT I AM RESPONSIBLE FOR ALL CONSEQUENCES OF MY OWN CONDUCT TOWARDS OTHERS.**
7. I have read this entire Agreement, I understand and agree to its terms, and I am signing this Agreement knowingly and voluntarily in exchange for me being allowed to participate in the Production. **I UNDERSTAND AND AGREE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS I MIGHT OTHERWISE HAVE IN EXCHANGE FOR ME BEING ALLOWED TO PARTICIPATE IN THE PRODUCTION.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

NOTICE: If the participant is under the age of 18 years old, the participant's parent or legal guardian must also sign:

I, (printed name) \_\_\_\_\_, am the parent or legal guardian of the participant named in this Agreement. I have read and I understand the terms of this Agreement, I consent to my child participating in the Production, and I agree to the terms of this Agreement on behalf of my child. I warrant and guarantee as true that I am the parent or guardian of the participant named in this Agreement, and that I am executing this document on behalf of, and as an agent for, any other individual who may be a parent or guardian of the participant. I understand and agree that by executing this Agreement I am binding myself, my child, and any other parent or guardian of my child, and all of our family members, successors, heirs, assigns, estates, personal representatives, and legal representatives to the terms of this Agreement. **I HAVE AUTHORITY TO CONSENT AND I DO CONSENT AND AGREE TO MY CHILD PARTICIPATING IN THE PRODUCTION UNDER THE TERMS OF THIS AGREEMENT.**

\_\_\_\_\_  
Parent / Legal Guardian Signature

\_\_\_\_\_  
Date