



WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. IN CONSIDERATION for participation in Hard Road Theatre's production of _____ and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE Hard Road Theatre, its Board of Directors, officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child named _____ or me _____, or to any property belonging to my child or me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.

2. To the best of my knowledge, my child can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby allow my child to voluntarily participate in said activity, and to enter any of the rehearsal or performance spaces and engage in such activity knowing that the activity may be hazardous to my child, me and/or the property belonging to either.

3. I give my permission for the use of my child's name and likeness to be used for informational and publicity purposes, whether that be in print or on the Internet. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by my child or me, or any loss or damage to property owned by my child or me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to

my child's or my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

5. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Illinois.

6. I UNDERSTAND THAT HARD ROAD THEATRE PRODUCTIONS WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY MY CHILD OR I MAY SUSTAIN.

7. I further agree to become familiar with the rules and regulations of Hard Road Theatre concerning student conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

8. I also understand that I should and am urged by H RTP to obtain adequate health and accident insurance to cover any personal injury to my child or myself which may be sustained during the activity or the transportation to and from said activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____ 20__.

WITNESSED BY (HARD ROAD REPRESENTATIVE): _____