ACME THEATRE COMPANY Waiver of Liability, Medical Release and Indemnification Agreement

Participant's Name: ______ Age: _____ Date of Birth: ______

In consideration for my child ______ being permitted by the Acme Theatre Company to participate in its productions, I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage which my child may sustain or which may occur as a result of my child's participation in this production.

I understand and agree that:

1. This release is intended to discharge in advance the Acme Theatre Company, its officers, employees and agents from and against any and all liability, except for their sole negligence or intentional acts, connected in any way with the participation of my child in these activities;

2. The described activity may be of a hazardous, strenuous, and/or physical nature;

3. Participation in the described activity may occasionally result in injury, death, or property damage;

4. Knowing the risk involved, nevertheless I voluntarily request permission for my minor child to participate in the described activity;

5. I hereby assume any and all risks of injury, death, or property damage, and to release and hold harmless the Acme Theatre Company, its officers, employees and agents, except for their sole negligence or intentional acts;

6. This waiver, release, and assumption of risk is to be binding on the heirs and assigns;

7. I will indemnify and hold the Acme Theatre Company harmless from any loss, liability, damage, cost or expense, including litigation, which they may incur as a result of any injury and/or property damage which my child may sustain while participating in said activities;

8. I will make good any loss or damage or cost the Acme Theatre Company may have to pay if any litigation arises on account of any claim made by said minor or by anyone on said minor's behalf;

9. In the event that said minor requires medical or surgical treatment while under the supervision of said Acme personnel in connection with the described activity, such supervisor may authorize treatment;

10. I will pay all medical, hospital, or other expenses which my minor child may incur as a result of such treatment;

11. I expressly permit said minor child to travel by private automobile to activities and events related to the

described activity;

12. These activities are not child care as defined by the State of California;

13. I understand that Acme staff may photograph or videotape my minor child and that Acme may use such photographs or videotapes to promote Acme programs and classes. I expressly allow, and hereby, waive any objection to, Acme's photographing and/or videotaping of my minor child when my minor child is participating in an Acme Theatre Company activity. I understand all photos and videotapes will remain in the property of the Acme Theatre Company.

I certify that I have custody or am the legal guardian of said minor by court order, and that my minor child is physically able to participate in the described activities. I have carefully read this Waiver of Liability, Medical Release and Indemnification Agreement and fully understand its contents. I am aware that this is a release of liability and a contract

between myself and the Acme Theatre Company, and that I sign it on my own free will.

PARENT/GUARDIAN Signature_____ Date

PARENT/GUARDIAN Name (please print)

Questions: Jeff Pelz, Board President, Acme Theatre Company president@acmetheatre.net 530-574-4832