

# Missoula Children's Theatre JULY 5-9, 2022

## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE FOR MINOR PARTICIPATION

I agree to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE ("Agreement") with Minden Opera House. I am the parent or legal guardian of a minor who desires to participate in **Missoula Children's Theatre week** ("Activity"). I acknowledge participation in this Activity is elective and voluntary. In consideration for the minor's participation in the Activity, I understand and agree as follows:

I understand the Minden Opera House requires participants to follow safety rules and instructions. I understand that the minor's participation in the Activity presents certain dangers, hazards, and inherent risks ("dangers and risks").

I attest I am aware of the dangers and risks that may be directly or inherently involved in the minor's participation in the Activity. I assume all responsibility and risk arising from or incidental to the minor's participation in the Activity, including all dangers and risks of accidents, illness, property damage, bodily injury, and other dangers and risks to the minor participant or their property.

I agree that photographs, videos, audio recordings, slides, or movies of my child may be taken while they are participating in the Activity. I consent to the use of photographs, videos, audio recordings, slides, or movies for any legal purpose. I hereby grant and convey unto Minden Opera House all right, title, and interest in any and all photographic images and video or audio recordings made during my child's volunteer activities on behalf of Minden Opera House.

I, individually and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, waive, indemnify, hold harmless, and covenant not to sue the Minden Opera House, its trustees, employees, agents, officers, representatives and volunteers ("Releasees"), from and against any and all liability arising out of any rights I may have for damages, losses, or injuries the minor participant may sustain to their person or property arising out of or in any way connected with their participation in the Activity or based on any rights a third party may have for harm caused by the minor arising out of or in any way connected with the minor's participation in the Activity, except if damage, loss, or injury is directly caused by the gross negligence or willful wanton misconduct of the Releasees.

I agree that Nebraska law governs this Agreement. Should any clause in this document conflict with Michigan law, only that clause will be void and the rest of this document shall stay in full force and effect.

**I HAVE READ THIS ENTIRE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, INDEMNITY, AND COVENANT NOT TO SUE. I FULLY UNDERSTAND THE AGREEMENT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING.**

Minor Participant Name (print) \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_ Parent/Guardian (print) \_\_\_\_\_

Parent/Guardian (signature) \_\_\_\_\_

Emergency Contact Name(s) if not parent: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_

Emergency Contact Address: \_\_\_\_\_

Are you comfortable with your child/ren going without facemasks? \_\_\_\_ YES \_\_\_\_ NO