



EMERGENCY CONTACT/WAIVER & RELEASE OF LIABILITY FOR RIVERSIDE PLAYERS COMMUNITY THEATRE

Please note that Riverside Players can be referred, but not limited to: The Riverside Players Community Theatre/Theater, Riverside Players, The Riverside Players, Riverside

Please read and complete carefully.

NAME OF ACTIVITY/EVENT: _____

PREMISE OF ACTIVITY/EVENT: _____

In consideration of the risk of injury while participating in the above event or activity (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge The Riverside Players Community Theater, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, contracted agents and employees for any physical or psychological injury, including, but not limited to, illness, paralysis, death, damages, economical or emotional loss that I may suffer as a result of my participation in the Activity, including traveling to/from the event related to this Activity.

I am voluntarily participating in the Activity, and I am participating in it entirely at my own risk. I am aware of the risks associated with traveling to and from, as well as participating in this Activity, which may include, but not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the conditions of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to, from, and during.

I agree to indemnify and hold harmless The Riverside Players Community Theatre against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone acting on my behalf. If the Riverside Players Community Theater incurs any of these types of expenses, I agree to reimburse them.

I acknowledge that Riverside Players and their directors, boards, officers, staff, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures of any party or entity conducting a specific event or activity on behalf of them.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential of death, serious injury or loss. The risks included, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including, but not limited to, participants, volunteers, spectators, staff, officials, monitors and/or producers of event.

I acknowledge that I have carefully read this 'waiver and release' and fully understand that it is a release of liability. I expressly agree to release and discharge Riverside Players and all of its affiliates, managers, members, officers, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against The Riverside Players for personal injury or property damage.

To the extent that statute or case-law does not prohibit releases for negligence, this release is also for negligence on the part of the Riverside Players, its agents, representatives, board, officers and employees.

In the event that I should need medical care or treatment, I agree to be financially responsible for any costs incurred as a result of said treatment. I am aware and understand that I should carry my own insurance.

In the event that any damage to equipment or facilities occurs as a result of me or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, named below, and The Riverside Players agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted altering or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that my provision contained within this Release of Liability will be deemed to be invalid, or if any term, condition, phrase or part of this agreement will be determined to be unlawful or otherwise unenforceable, this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in order presented:

EMERGENCY CONTACT

RELATIONSHIP

CONTACT PHONE

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent of guardian of _____,
named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____