

**THEATRE KAPOW**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

There are certain inherent risks associated with participating in training that cannot be eliminated. These risks include, but are certainly not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to the eyes, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included in these risks are the same or similar injuries that might result from using training equipment, actual use of training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care (hereinafter we shall define all of these risks and potential injuries as "Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in training with theatre KAPOW (the "Activities").

**HAVING READ THIS PARAGRAPH** and having an appreciation for and an **UNDERSTANDING OF THESE RISKS**, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf of yourself or your minor to all of the following:

1. **ASSUMPTION OF RISK** I, on behalf of myself and/or my minor, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ATHLETIC ACTIVITY ITSELF, USE OF THE EQUIPMENT, FIELD OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE**, as well as those Risks described in the preceding paragraph.
2. **INDEMNITY/HOLD HARMLESS** I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold theatre KAPOW, as well as their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, officers, directors, and agents or any producers, investors, cast members or any other person or entity associated in any way with the company harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages, expenses and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought against theatre KAPOW as the result of my or my minor's participation in the Activities.
3. **RELEASE/WAIVER** In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns **HEREBY RELEASE, WAIVE AND DISCHARGE** theatre KAPOW from any and all liability associated with or related to my or my minor's participation in the Activities and agree **NOT TO SUE** theatre KAPOW for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.
4. **NO INSURANCE** I, on behalf of myself and/or my minor, acknowledge that theatre KAPOW does not carry insurance on behalf of myself or my minor.
5. **LEGAL RIGHTS** I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.
6. **SEVERABILITY** I, on behalf of myself and/or my minor, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State for which it is used and that if any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to theatre KAPOW as permitted by the applicable law.

\_\_\_\_\_  
Name of Participant (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant/Parent or Guardian

**THEATRE KAPOW PHOTOGRAPHY RELEASE AND WAIVER**

I, \_\_\_\_\_, hereby grant theatre KAPOW (tKAPOW) and its legal representatives the irrevocable right and unrestricted permission to use and publish photographs or video images of me, or in which I may be included, for any purpose authorized by tKAPOW, including but not limited to: website use, social media use, brochure use, and advertising use. This grant includes the right to modify and retouch the images at the discretion of tKAPOW. I understand that the circulation of such materials could be worldwide and that there will be no compensation to me for this use. Furthermore, I understand that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. In granting this permission to tKAPOW and its legal representatives, I am fully and without limitation releasing it from any liability that may arise from the use of the images.

I further agree to the inclusion of my name(s). Yes [  ] No [  ]

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Printed Name Date

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Signature Phone Number