

Waiver, Release And Hold Harmless Agreement

In consideration of permission granted by Stargazer Collaborative Theatre allowing me to participate in their Workshop/Rehearsals/Performances (the "Activity"), I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, including any associated travel, regardless of whether or not caused in whole or in part by the negligence or other fault of Stargazer Collaborative Theatre, The Founders or Board Members of Stargazer Collaborative Theatre, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties"). Additional released parties include Coconino Center for the Arts, Creative Flagstaff, 121 East Birch LLC, Genterra Group, LLC, and Genterra Enterprises LLC.

2. I waive all claims against any of the Released Parties and Additional Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties and Additional Released Parties. I release and forever discharge the Released Parties and Additional Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties and Additional Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties and Additional Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties and Additional Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties and Additional Released Parties.

4. I have carefully read and reviewed this Waiver, Release And Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this day _____ of _____, 20____.

Participant Signature

Participant Printed Name

Parent/Guardian Signature (required if participant is under the age of 18 or disabled)

Parent/Guardian Name (required if participant is under the age of 18 or disabled)