**RANKIN PERFORMING ARTS**

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. I am fully aware of and understand the risks and hazards associated with, arising out of, and inherent to the activity of performing arts and related activities. I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily allow me or my child/children to participate in said activities, knowing that the activities may be hazardous to my property and me or my child/children. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or my child/children, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY NEGLIGENCE or otherwise, to the fullest extent allowed by law.

2. I knowingly and voluntarily RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Rankin Performing Arts, directors, instructors, volunteers, or employees of Rankin Performing Arts (collectively the “RELEASEES”) from any and all liability claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my child/children, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that may be incurred due to my or my child/children’s participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Mississippi and that any mediation, suit, or other proceeding must be filed or entered into only in Mississippi and the federal or state courts of Mississippi. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken

without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I

execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IF THE PARTICIPANT IS A MINOR, the participant’s parent and/or legal guardian hereby signs this waiver releasing Rankin Performing Arts from any and all such liability described above and has granted permission for participant to participate in Rankin Performing Arts events.

PLEASE SIGN AND DATE BELOW.

Parent, participant (if 18 years of age) or legal guardian:

X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of participant:

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2020/2021 RANKIN PERFORMING ARTS

PARTICIPATION AGREEMENT AND LIABILITY RELEASE

I\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of parent or legal guardian) parent or legal guardian of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of minor) understand that the performing arts and related activities involve risk of injury. I agree I will not hold Rankin Performing Arts, directors, instructors, employees, or volunteers liable for any injuries/damages incurred by me or any of my family members while participating or visiting the rehearsal and/or the performance facility and participating in the classes.

\_\_\_\_\_\_\_ (initial)

**Authorization of Medical Care**

In case of emergency or injury while participating, I authorize Rankin Performing Arts to seek medical care for my child and accept responsibility for medical expenses.

\_\_\_\_\_\_\_\_ (initial)

**Media Release**

I hereby give my consent for myself and my child to be photographed or videotaped during any class, performance or Rankin Performing Arts activity for use by Rankin Performing Arts for any marketing, promotion, or learning tool.

\_\_\_\_\_\_\_ (initial)

**Financial Responsibility**

I have read, and fully understand the financial obligations for my child to participate in Rankin Performing Arts. I will be faithful to fulfill all financial commitments including tuition, production fees, ticket sales, costumes, travel expenses and other additional fees.

\_\_\_\_\_\_\_\_ (initial)

Name of participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of parent or legal guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_