



## Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Effective Date: \_\_\_\_\_

In consideration of being allowed to participate in any way in the Monster Troupe Dancers (the “Dancers”), I represent that I understand the nature of this Activity and that I am in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation of the Activity and notify an official.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis, and death, which may be caused by my own actions, or inaction, those of other participants in the event, the conditions in which the event takes place.

I hereby release, discharge and covenant not to sue Monster Troupe, 3S Artspace, or its respective Releasees which include but not limited to its’ administrators, owners, partners, directors, agents, officers, volunteers, employees, or any other participants.

I have read the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. This agreement is effective at all times subsequent to the date of its’ execution unless rescinded by and express writing sent to the above by certified mail.

### **Parental Consent (Required if under 18yrs old)**

AND I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages, on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite the release, I, the minor or anyone on the minor’s behalf make a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Participant’s Name \_\_\_\_\_

Signature \_\_\_\_\_

Parent/Guardian \_\_\_\_\_

*(required if Participant is under 18 yrs old)*