

GAME DAY
with Crane River Theater

WAIVER AND RELEASE OF CLAIMS, INDEMNIFICATION, WARNING AND ASSUMPTION OF RISK BY PARTICIPANT (“RELEASE AND WAIVER”)

I, _____ (“PARENT”) OF,

 (“CHILD”) EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE FOLLOWING:

1. I, individually, hereby agree to indemnify, defend, and hold harmless the event and its owners, from any and all liability whatsoever for any and all damages, losses, or injuries I sustain to my person or property, including but not limited to any claims, demands, actions, causes of action, expenses and costs, including attorneys fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the event including any third party claims caused directly or indirectly, in whole or in part by my actions.
2. To the extent authorized by law, I, individually, hereby waive, release, and discharge Crane River Theater Company, the owner or lessor of the event venue and each of their respective affiliates, subsidiaries, managers, shareholders, directors, officers, agents, volunteers, sponsors, promoters and employees (the “releasees”) from any and all liabilities, losses, damages, claims, costs or expenses (including those involving disability, personal injury or property damage) (collectively, “claims”) arising out of or relating to my participation in the event, whether caused, in whole or in part, by the releasees sole or concurrent negligence or the negligence of others (whether active or passive) or the wrongdoing, strict liability or fault of the releasees or otherwise, with the exception of those caused by willful and/or wanton conduct or gross negligence of the releasees.
3. **PERSONAL PROPERTY:** The releasees are not responsible in any way for any of my personal items or property that are lost or stolen.
4. **NO REFUND POLICY:** Crane River Theater has a no-refund policy. All registrations are final and there shall be no refunds.
5. **EMERGENCY MEDICAL CARE:** I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release and waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
6. **PHOTO & MEDIA RELEASE:** I consent to be photographed, filmed and/or otherwise recorded. Photos and videos are often taken of Crane River Theater activities for television, newspaper, websites and the internet. By registering, you are granting permission for photos and videos of your child to be used for these purposes.
7. **REGISTRATION AVAILABILITY:** Registration will be accepted on a space available basis. Class size is limited.

8. PICKUP POLICY: Class instructors keep a strict schedule before and after classes. You child should arrive no earlier than 10 minutes before class and should pick be picked up no later than 10 minutes after class.
9. DISCIPLINE POLICY: Crane River Theater expects appropriate behavior of children during our event. Parents will be called and asked to come and get their child if their behavior is unacceptable, and no refund will be provided.
10. MEDICATIONS: Crane River Theater personnel will not dispense medications, prescription or over-the-counter. Please do not send medications with your child to the workshops. Parents are welcome to stop by and dispense medications themselves.

This Release and Waiver is intended to be as broad and inclusive as permitted by law in the State of Nebraska, as applicable, and that if any portion of this Release and Waiver is held to be invalid, then it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I ACKNOWLEDGE I HAVE CAREFULLY READ, ACCEPTED AND AGREED TO THE TERMS ON THIS WAIVER AND RELEASE OF CLAIMS, INDEMNIFICATION, WARNING AND ASSUMPTION OF RISK BY PARTICIPANT (THE “RELEASE AND WAIVER”), AND KNOW AND FULLY UNDERSTAND ITS CONTENT, AND I SIGN THE SAME ON MY OWN FREE ACT AND DEED. I HAVE HAD ANY QUESTIONS REGARDING ITS EFFECT OR THE MEANING OF ITS TERMS ANSWERED TO MY SATISFACTION, ALL PRIOR TO ITS EXECUTION, AND AGREE TO THOSE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COMPULSION.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS RELEASE AND WAIVER SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

Parent Signature: _____

Dated: _____