



# Way Way Off-Broadway Theatre Company

## LIABILITY RELEASE AND WAIVER OF CLAIMS

IN CONSIDERATION of Way Way Off Broadway Theatre Company's participation form and as an inducement to organize productions and permit participation therein, the undersigned PARTICIPANT does agree that Way Way Off Broadway Theatre Company, sponsors, promoters, other participants or volunteers and any and all other persons or entities involved or associated with a production and any function or activity associated or in connection therewith, their members, directors, agents, subcontractors, employees or volunteers, hereinafter the EVENT ORGANIZERS, shall not be liable for PARTICIPANTS death or injury to their person, for any loss due to theft of or damage to their property, or for any other consequential or incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or slight care by the EVENT ORGANIZERS in the conduct of any production and any function or activity associated or in connection therewith.

Furthermore, the undersigned PARTICIPANT does hereby waive any and all claims or causes of action against the EVENT ORGANIZERS which he or she may have by reason thereof and does hereby release and hold harmless the EVENT ORGANIZERS from any and all claims or causes of action that he or she may acquire or suffer as a result of such participation and including any and all activities associated or participated in connection therewith, whether presently known or thereafter required or accrued.

Furthermore, the undersigned PARTICIPANT agrees not to bring or cause to be brought any suit on any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability or ordinary or gross negligence. The undersigned PARTICIPANT further acknowledges that the execution of this Release and Waiver is continuing in nature, that it is his or her free and voluntary act and that he or she is under no duress or undue influence.

Furthermore, the undersigned PARTICIPANT intends both that he or she be legally bound hereby, and, in the event of his or her death, that this Release and Waiver shall be binding on his or her estate, heirs, beneficiaries or any other successors in interest. The undersigned PARTICIPANT also hereby grants full permission to the EVENT ORGANIZERS to use any photographs, videotapes, motion pictures, recordings or other records of this event without notice or compensation to him or her. This Release and Wavier shall be construed under the laws of the State of New Mexico.

By his or her signature below, the PARTICIPANT verifies that he or she has read and fully understands this Release and Waiver.

IN WITNESS WHEREOF, I \_\_\_\_\_, set forth my hand.  
PRINT NAME

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

If Participant is under the age of 18, Release and Waiver requires the agreement of a parent or legal guardian to all the terms and conditions set forth herein.

IN WITNESS WHEREOF, I \_\_\_\_\_, understand the terms and conditions set forth  
PRINT PARENT OR LEGAL GUARDIAN'S NAME

herein, and being the parent or legal guardian of \_\_\_\_\_ set forth my hand.  
PRINT MINOR'S NAME

\_\_\_\_\_  
PARENT OR LEGAL GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE