

**AMARILLO LITTLE THEATRE, INC.
WAIVER OF CLAIM**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNITY AGREEMENT
("AGREEMENT")**

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY IN AN AMARILLO LITTLE THEATRE OR ALT ACADEMY ACTIVITY ("ACTIVITY") I, FOR MYSELF, FOR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN:

1. ACKNOWLEDGE, AGREE, AND REPRESENT THAT I UNDERSTAND THE NATURE OF AMARILLO LITTLE THEATRE AND ALT ACADEMY ACTIVITIES AND THAT I AM QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY.
2. FULLY UNDERSTAND THAT: (A) AMARILLO LITTLE THEATRE AND ALT ACADEMY ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITION IN WHICH THE ACTIVITY TAKES PLACE, OR THE ACTS OR OMISSIONS OF THE "RELEASEES" NAMED BELOW; (C) THERE MAY BE OTHER RISK AND SOCIAL AND ECONOMIC LOSSES EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR AS A RESULT OF MY PARTICIPATION.
3. FULLY UNDERSTAND THAT IN THE CASE OF A MAJOR EVENT AFFECTING THE HEALTH OR SAFETY OF OUR COMMUNITY AMARILLO LITTLE THEATRE AND ALT ACADEMY HAVE THE RIGHT TO ADJUST ITS PRACTICES.
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST WHATSOEVER AMARILLO LITTLE THEATRE OR ALT ACADEMY, OR THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, AGENTS, OFFICERS, MEMBER VOLUNTEERS, AND EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNER AND LESSORS OF PREMISES ON WHICH THE ACTIVITY TAKES PLACE, (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE "RELEASEES" OR OTHERWISE, INCLUDING RESCUE OPERATIONS AND I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSE, ATTORNEY FEES, LOSS, LIABILITY DAMAGE OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.

5. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT 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.

6. I PERMIT AMARILLO LITTLE THEATRE OR ALT ACADEMY TO USE STILL PHOTOGRAPHY AND/OR VIDEO ORGINATING FROM THEIR THEATRICAL EVENTS OR CLASSES OR CONTRACTED AGENTS FOR PROMOTIONAL PURPOSES TO INCLUDE, BUT NOT LIMITED TO, TELEVISION AND VARIOUS FORMS OF VISUAL PRINT MEDIA AND RELINQUISH ANY RIGHT TO THE USE OF SUCH PHOTOGRAPHY FOR ANY PURPOSE OTHER THAN FOR THE BENEFIT OF ALT.

DATE

PARTICIPANT'S SIGNATURE

PRINT PARTICIPANT'S NAME