

Henry Arts Alliance

(Performing, Exploring, and Visual I and II)

Summer Arts Camp

Release of Liability and Waiver

Please Initial each section in agreement to the statement

_____ I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY AND/OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

_____ I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

_____ I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself my executors, administrators, heirs, next of kin, successors, and assigns as follows:

_____ (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: McDonough Presbyterian, Henry County Performing Arts Center, Henry Arts Alliance and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers of all mentioned organizations.

_____ (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

_____ (C) The student is responsible for exercising caution and following the Henry Arts Alliance rules and regulations at all times to avoid injuries and prevent hurting themselves, others and property.

_____ (D) Parents/ Guardians are responsible for payment to replace and all property stolen, damaged or destroyed by their child. We, the parent/guardian agree to make immediate payment upon request.

_____ References in this agreement to the Henry Arts Alliance shall include the Henry Arts Alliance, and all of its agents, employees, volunteers, affiliated companies, directors, officers, chaperones, group leaders, teachers, academic coaches, host locations and school/church officials. All references to "parents" of the applicant shall include the legal guardian or other adult who is responsible for the applicant.

_____ I have read the Henry Arts Alliance application pages. I understand that the tuition is non-refundable and that I am responsible for tuition as outlined on the Summer Camp Enrollment. I understand that it is my responsibility to meet all financial obligations of the Henry Arts Alliance. I understand that I am responsible for the cost of repairing or replacing and property that my child damages. I understand that if my child fails to follow the Henry Arts Alliance program rules and regulations, he/she may be evaluated by the Henry Arts Alliance staff to determine if additional staff are necessary at additional expense to the parents. I/we certify that above information is complete and correct. I/we understand that any misrepresentation may result in the removal of the camper from the program. I have read and agree to the Henry Arts Alliance policies and procedures, including those concerning liability, responsibility, refunds, health, billing and program cancellation or termination. The agreement will be effective when the application is accepted by the Henry Arts Alliance and is governed by the laws of the State of Georgia.

_____ I acknowledge that Henry Arts Alliance, and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Henry Arts Alliance. I acknowledge that this activity or event may involve physical activity, and may carry with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event as stated in the medical release.

_____ Multimedia Release/Permission to publish: Henry Arts Alliance implements videotaping and/or photography during performances, class and camps. Please note that this release exclusively pertains to Henry Arts Alliance public use of video and/or photographs; Henry Arts Alliance may continue its use of videotaping and/or photography for use in education staff and/or demonstrating program progress for a student and parent/guardian. This release includes the following: voice and visual likeness on photo and video for use in print, (newspaper, brochures, etc), television website/Internet, and all social media.

_____ I release Henry Arts Alliance, its agents, employees, licensees, volunteers, and assigns from any and all claims I may have now or in the future for invasion of privacy, right of publicity, copyright infringement, defamation or any other cause of action arising out of the use, reproduction, adaptation, distribution, broadcast, performance, or display of any works created by Henry Arts Alliance.

_____ I waive my right to inspect or approve any works that may be created containing the materials.

_____ I understand and agree that the Henry Arts Alliance is and shall be the exclusive owner of all rights, title, and interest, including copyright (reproduction rights), in any works and any advertising or promotional materials containing the Materials.

_____ I understand that I will not receive compensation or royalties now or in the future for the use of materials or photos of myself or my child as part of the advertisement or promotion.

_____ I agree to have portions of myself and my child videotaped and photographed during performances, classes and camps by Henry Arts Alliance.

_____ I am willing to have my child's picture featured wherever needed in relation to educational presentations and promotion or advertising Henry Arts Alliance services.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name _____ Age _____ Phone _____

Signature of Participant _____ Date _____

Signature of Parent (If participant is under 18 years of age) _____ Date _____