

AATE ASSOCIATION PARENT/GUARDIAN ASSUMPTION OF RISK - LIABILITY WAIVER
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS- READ CAREFULLY

In consideration of me and my minor child or children (collectively "Minor") being permitted by the American Alliance for Theatre and Education (AATE) to attend the AATE's National Conference (herein after referred to as "Conference"), taking place in New Orleans, LA in 2017, I, on behalf of myself and as parent and/or legal guardian of Minor, and on behalf of my and Minor's respective heirs, assigns, and legal representatives, agree to the following:

I. VOLUNTARY ATTENDANCE AND ASSUMPTION OF RISK

I ASSUME, WITHOUT EXCEPTION, ANY AND ALL RISKS AND LIABILITY ARISING FROM, RESULTING FROM OR RELATED TO MINOR'S ATTENDANCE/PARTICIPATION AT THE CONFERENCE, INCLUDING WITHOUT LIMITATION, BODILY INJURY INCLUDING DEATH, PROPERTY DAMAGE, OR THE RISK OF EXPOSURE TO CONTENT OR MATERIAL DISPLAYED AND/OR PRESENTED AT CONFERENCE WHICH MAY BE DEEMED UNSUITABLE OR INAPPROPRIATE FOR MINORS.

II. RELEASE

I hereby voluntarily RELEASE and forever discharge AATE, its exhibitors, sponsors, the venues where Conference will be held and all other persons or entities acting in any capacity on their behalf during Conference, and their respective successors, assigns, officers, directors, employees, agents and volunteers, (hereinafter severally and jointly referred to as "AATE") from any and all claims, causes of action, injuries, damages of any nature, or any cost or expense incurred, caused by, or arising out of directly or indirectly, of Minor's attendance at Conference, including all transportation services provided by or arranged by AATE to and the Conference venue. This release shall include, but not be limited to, those claims, causes of action, injuries, or damages from bodily injury, including death, or property damage, whether or not incurred, caused by, or arising out of, directly or indirectly, the negligence, whether the sole or contributory cause of the resultant injury, death, or damage, of AATE or their respective successors, assigns, officers, directors, employees, agents or volunteers. I also agree not to sue AATE or their respective successors, assigns, officers, directors, employees, agents or volunteers for any of the above-specified or contemplated claims, causes of action, or damages.

III. INDEMNIFICATION

To the maximum extent permitted by law, I, Parent/Guardian for Minor, hereby agree to indemnify AATE and their respective successors, assigns, officers, directors, employees, agents or volunteers, who shall not be liable or responsible, and shall be saved, defended and held harmless by me, on behalf of myself and Minor, from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorneys' fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, incurred, caused by or arising out of, directly or indirectly, Minor's attendance or participation at Conference, including claims and damages arising in whole or in part from the negligence of AATE or their respective successors, assigns, officers, directors, employees, agents or volunteers.

It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by me, on behalf or myself and Minor, to indemnify and protect AATE and their respective successors, assigns, officers, directors, employees, agents and volunteers from the consequences of their own negligence, whether that negligence is the sole or contributory cause of the resultant injury, death, or damage. I further agree to defend, at my own expense, and on behalf of AATE and their respective successors, assigns, officers, directors, employees, agents and volunteers, and in their name, any claim or litigation brought in connection with any such injury, death, or damage.

III. AGREEMENT TO PAY

I AGREE TO PAY for any and all damages, which I or Minor may in any manner cause to the property of AATE and their respective successors, assigns, officers, directors, employees, agents, exhibitors or volunteers as arising from, or related to, directly or indirectly, Minor's attendance or at Conference. By signing this Agreement, I acknowledge, on behalf of myself and Minor that if anyone is hurt or property is damaged, directly or indirectly, as a result, Minor's attendance at Conference, I may be found by a court of law to have waived my rights on behalf of myself and Minor to maintain a lawsuit against AATE or their respective successors, assigns, officers, directors, employees, exhibitors, agents and volunteers on the basis of any claim from which I have released them herein.

V. MISCELLANEOUS

AATE, in its sole and absolute discretion, may remove Minor from the Conference, at any time and without prior notice, if his or her behavior or presence is deemed inappropriate or problematic by AATE. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended nor will they be construed to modify, define, limit or expand the intent of the Parties as expressed in this contract. In case any one or more of the provisions contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will have no effect on any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in it. This Agreement will be governed by and construed in accordance with the laws of the State of Massachusetts. Any controversy, claim or dispute arising out of or relating to this Agreement will be settled through an action brought in any court of competent jurisdiction in New Orleans, LA. Judgment on any award rendered in a proceeding may be entered in any court of competent jurisdiction. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of it and supersedes any and all prior oral and written understandings. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

The person signing this Agreement on behalf of his/her self and Minor, respectively, warrant that they are authorized to make the arrangements set out on behalf of his/her self and Minor, respectively, and have the authority to legally bind themselves and Minor to this Agreement as of the date and year set forth below.

I, PARENT/GUARDIAN FOR MINOR, UNDERSTAND THAT THIS AGREEMENT AFFECTS AND SURRENDERS MY AND MINOR'S VALUABLE LEGAL RIGHTS, AND HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT AND UNDERSTAND THIS AGREEMENT AND ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY.

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| By: _____ Parent/Legal Guardian | Print Minor's Name: _____ |
| Print Name: _____ | Emergency Contact: _____ |
| Address: _____ | Telephone No: _____ |
| Date: _____ | |