



By signing below, you are indicating your acceptance, and understand, agree, warrant and covenant as follows:

In consideration of permission granted by ArtsQuest allowing me to participate in the **NAME OF ACTIVITY** (the "Activity"), which will occur on **DATE OF ACTIVITY**, and intending to be legally bound hereby, I, the undersigned participant, represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the "Activity" involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the "Activity", regardless of whether or not caused in whole or in part by the negligence or other fault of ArtsQuest, its employees, officers, trustees, directors, agents, and/or sponsors ("Released Parties").
2. I waive all claims against any of the "Released Parties" for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the "Activity", regardless of whether or not caused in whole or part by the negligence or other fault of any of the "Released Parties". I release and forever discharge the "Released Parties" from all such claims.
3. Notwithstanding anything in this Agreement to the contrary, ArtsQuest shall not be liable for any losses resulting from its failure to perform hereunder or for postponing or canceling the Event or any portion thereof, by reason of weather, fire, strike, war, terrorism, insurrection, response to any public health threat such as pandemic, epidemic, avian flu or other outbreak of a highly communicable disease, municipal, county, state, national or international declaration, ordinance or law or any executive, administrative, judicial or similar order barring mass public gathering events or other causes beyond its control ("Force Majeure").
4. If the Event or portion thereof is cancelled by reason of a Force Majeure, any registration fee, less processing fees paid during the registration process, shall be returned within thirty (30) business days.
5. I agree to indemnify and hold the "Released Parties" harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the "Released Parties" as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the "Released Parties" to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the "Activity", regardless of whether or not caused in whole or part by the negligence or other fault of any of the "Released Parties".

BY SIGNING BELOW, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Participant

Printed Name of Participant

Date of Signature

The parent/legal guardian of any participant who is a minor under 18 years of age must also consent and agree to these terms and conditions.

I represent that I am the parent or legal guardian of the participant named above and, intending to be legally bound, hereby agree to the foregoing Agreement and all of its terms and conditions both for myself and on behalf of the participant and consent to the participant's participation in the Activity.

Signature of Parent/Legal Guardian

Printed name of Parent/Legal Guardian

Name of Participant

Date of Signature