

# Beacon Performing Arts

## Release of Liability and Assumption of Risk

State of Texas , Wise County

In consideration of being allowed to participate in the Camps, Classes, Rehearsals, Workshops, Events, and/or Performances with Beacon Performing Arts (“Program”), I, \_\_\_\_\_, execute this Release of Liability and Assumption of Risk (“Release”) for myself or my child (if applicable) \_\_\_\_\_, binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, and do hereby release, waive, discharge, and will not hold liable Beacon Performing Arts, its officers, agents, and employees from any and all actions, causes of action, expressly including negligence, claims, demands, costs, or damages arising from or resulting from property damage, personal injuries, or death sustained by me or my property while participating in the Program, regardless of the sole, joint, or concurrent negligence, negligence per se, gross negligence, strict liability, regulatory or statutory liability, tort theory, act, omission, fault, or failure to act by Beacon Performing Arts, its officers, agents, and employees while I am participating in the Program in any capacity.

I further agree, binding my heirs, executors, administrators, personal representatives, next of kin, and assigns, to indemnify, hold, and save harmless Beacon Performing Arts, its officers, agents, and employees from any liability, action, claim, damage, award, or judgment incurred or suffered by the State or individuals as a result of any act or omission by me or caused in whole or in part by me while participating in the Program whether or not also caused in part by a person indemnified hereunder.

In addition, I make the following representations and acknowledgments upon which I intend Beacon Performing Arts to rely:

1. While participating in this Program, I am not an agent, servant, or employee of Beacon Performing Arts and therefore, am not covered by Beacon Performing Arts for any workers’ compensation, death, or disability benefits.
2. This Release does not constitute a waiver by Beacon Performing Arts, its officers, agents, and employees, of any immunity or any other defenses provided by applicable law; and
3. I have carefully read this Release and sign this Release of my own free will and accord, without reliance of any representation of any kind or character by Beacon Performing Arts, its officers, agents, and employees which is not expressly set for this in Release. I am legally competent to execute this Release and I understand that I have the right to consult with a lawyer prior to signing this Release.

This Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of this Release is held to be invalid, unenforceable, or illegal in any respect, such provision shall be fully severable, and the remainder of this Release shall remain valid and in full force and effect. This Release contains the entire agreement regarding the release of liability and assumption of risk. This Release shall be governed by the laws of the State of Texas.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Child’s Name

\_\_\_\_\_  
Child’s D.O.B.