

Smiles and Frowns Playhouse Release & Waiver of Liability Form

Revised Jan 2023

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20__ on behalf of _____, a minor child (the "Participant"), by _____, the parent having legal custody and/or the legal guardianship of the Participant (the "Guardian"), releases Smiles and Frowns Playhouse (the "Nonprofit"), a nonprofit Community Organization organized and existing under the laws of the United States as a Section 501(c) (3) tax exempt corporation, each of its directors, officers, employees, and agents.

I, the Guardian of the above named Participant, do hereby give my consent to his/her participation in all activities of the Nonprofit. The Participant and the Guardian desire that the Participant engage in activities related to serving or participating in the Nonprofit's activities. The Participant and the Guardian are responsible for the Participant's own insurance coverage in the event of personal injury or illness as a result of participating in said activities.

1. Waiver and Release: We, the Participant and the Guardian, Release and forever discharge and hold harmless Nonprofit and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the activities as a participant with the Nonprofit, including claims arising out of negligence. We understand and acknowledge that this Release Discharges Nonprofit from any liability or claim that we may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Participant's involvement in the Nonprofit's activities.

2. Insurance: I, the Guardian, affirm that the Participant is covered by primary medical insurance and understand that I am responsible for the Participant's medical bills if injury occurs. Further, we understand that Nonprofit does not assume any responsibility for or obligation to provide the Participant with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of the Participant's injury, illness, death or damage to his or her property. We expressly waive any such claim for compensation or liability on the part of Nonprofit beyond what may be offered freely by Nonprofit in the event of such injury or medical expenses incurred by the Participant.

3. Assumption of Risk: We, the Participant and the Guardian, understand that the activities provided by Nonprofit and which the Participant is involved in may include activities that are inherently dangerous to the Participant. We hereby expressly assume the risk of injury or harm of the Participant from these activities and Release Nonprofit from all liability for injury, illness, death, or property damage resulting from these activities.

4. Medical Treatment: We, the Participant and the Guardian, hereby Release and forever discharge Nonprofit from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's activity with the Nonprofit. We give our consent for the Nonprofit to provide, administer, or obtain medical treatment for the Participant.

5. Other: We, the Participant and the Guardian, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and shall be governed by and interpreted in accordance with the laws of the State of North Carolina. We agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I, the Guardian of the above named Participant, express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily.

Signature of Guardian

Printed Name

Date