

RELEASE AND WAIVER OF LIABILITY FOR PARTICIPANTS OF
ALAMEDA CIVIC LIGHT OPERA PRODUCTIONS, 2009 SEASON

In consideration for being permitted to participate as a member of the cast or production staff of an Alameda Civic Light Opera production (including but not limited to **Ragtime, Annie, Hair, Broadway's Greatest Moments** and/or **Sounds of the Season**, and/or the **Alameda Children's Summer Theater Camp ACLO Kids** and/or **ACLO Dance Classes/Educational Programs**, at Kofman Auditorium, the ACLO dance studio, the Alameda High School Little Theater, Rythmix Cultural Works, The Alameda Elks Lodge or any other location being utilized by Alameda Civic Light Opera in Alameda, California, during the rehearsal and performance season of 2009 and continuing for the duration of the participation of the cast member for whom this release is executed, and extending until such activity is concluded, the undersigned adult or the undersigned parent or legal guardian of one or more minors, acting on behalf of said minor(s), (hereinafter termed the undersigned), for himself or herself, his personal representatives, heirs and assignees, and next of kin, acknowledges and agrees to the following terms and conditions of participation:

1. The **undersigned** HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Alameda Civic Light Opera for any claim, cause of action, loss, damage or tort arising out of or related to his or her participation in said performance or rehearsals in preparation for said performance(s), whether at Kofman Auditorium, Alameda High School's Little Theater, Dance Studio, or other location. This RELEASE and WAIVER applies to any claim or demand on account of injury to the person or property resulting to the undersigned adult or the minor represented by the undersigned parent or guardian whether caused by negligence or otherwise while the individual is involved or participating in any activity related to the aforesaid ACLO performances, rehearsals or other occasions.

2 The **undersigned** HEREBY ASSUMES FULL RESPONSIBILITY FOR AND ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence or otherwise while said individual is participating in ACLO performances, rehearsals or other activities related thereto.

3. The **undersigned** EXPRESSLY ACKNOWLEDGES AND AGREES that some of the activities during the rehearsals and performances are potentially activities involving substantial risk of serious injury and/or death and/or property damage. The undersigned nevertheless expressly agrees that the foregoing RELEASE AND WAIVER is intended to cover all such activities and that the foregoing RELEASE AND WAIVER is intended to be as broad and inclusive as permitted by the laws of the State of California.

4. The **undersigned** EXPRESSLY ACKNOWLEDGES AND AGREES that Alameda Civic Light Opera may use his or her images, whether on film, video, electronic media or other format, for publicity, marketing and any other purpose which ACLO may deem appropriate, and the undersigned further acknowledges that there will be no compensation from ACLO to the undersigned at any time for such use of his or her image(s).

5. If any portion of this RELEASE AND WAIVER is deemed invalid, it is agreed that the balance of the RELEASE AND WAIVER remains in full force and effect. The undersigned also expressly agrees that (s)he has READ AND VOLUNTARILY SIGNED THE RELEASE AND WAIVER OF LIABILITY and further agrees that no oral representation, statement or inducement not contained herein was made or relied upon in executing this document.

IF THIS RELEASE AND WAIVER COVERS A MINOR, THEN THE SIGNATURE OF THE MINOR'S PARENT OR LEGAL GUARDIAN IS REQUIRED.

Dated: _____

Cast, Staff, Contractor or Camp Member's full name –**PLEASE PRINT**

Signature of Adult Cast /Staff/Contractor or
Minor Cast/Camp Member's Parent or Legal Guardian