

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant's Name: _____

Date of Birth: _____

Address: _____

Please bring this completed and signed agreement with you the first time you volunteer.

Phone: _____ Cell Phone: _____ E-Mail Address: _____

Activity Covered by this Agreement: Cleanup, renovation, other physical labor, fundraising, meetings or other events or activities of any kind for the benefit of The Denis Theatre Foundation and/or The Denis Theatre (hereinafter referred to as "Theatre Support").

Waiver: In consideration of being permitted to participate in Theatre Support as described above, and for other good and valuable consideration I, for myself, my heirs, personal representatives or assigns, do hereby release, waive claims against, discharge, and agree not to sue The Denis Theatre Foundation, or the landlord and/or property owners, or their officers, employees, or agents from and for any and all claims, including the negligence of The Denis Theatre Foundation, the landlord and/or property owners, or their officers, employees or agents, resulting from personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Theatre Support.

Assumption of Risk: I acknowledge that participation in Theatre Support carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries; and that the specific risks vary from one activity to another, but that such risks may range without limitation from, e.g., 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD HARMLESS The Denis Theatre Foundation, the landlord and/or property owners, or their officers, employees or agents, from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought by any party not a signatory to this agreement as a result of my involvement in Theatre Support, and to reimburse the said Denis Theatre Foundation, the landlord and/or property owners, or their officers, employees or agents, for any costs, fees or expenses of any kind incurred as a result of any such action.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this entire waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. If signing as Parent/Guardian of Minor, I acknowledge that I am waiving such rights on behalf of the Participant as well as myself. I know, understand, and appreciate that there are risks inherent in Theatre Support activity. I hereby assert that my participation in same is voluntary and that I knowingly assume all such risks. I acknowledge that I have the right to consult counsel of my choosing before signing this agreement; that no representative of The Denis Theatre Foundation has offered any legal advice in this regard; that I am signing this agreement freely and voluntarily; and I intend by my signature to offer a complete and unconditional release of all liability of The Denis Theatre Foundation, the landlord and/or property owners, or their officers, employees or agents, to the greatest extent allowed by law.

Signature of Participant

Signature of Parent/Guardian of Minor

Printed Name of Participant

Printed Name of Parent/Guardian of Minor

Date: _____

Date: _____