



My Nose Turns Red Theatre Company

CONSENT TO PARTICIPATE / WAIVER AND GENERAL RELEASE

In consideration for being permitted to participate in My Nose Turns Red Theatre Company ("MNTR") programs, I, *[Insert Name of Participant that is 18 or Older]* _____ on behalf of myself, or I, *[Insert Name of Parent/Guardian]* _____ as the Parent/Guardian of *[Insert Name of Minor Participant that is under 18]* ("Participant") _____, acknowledge and agree that:

1. MNTR does not provide supervision for Participant before or after scheduled programs.
2. I realize and am fully aware that by virtue of participation in MNTR programs, Participant may be exposed to physical risks, illness, or bodily injury, including those injuries that result from the circumstances or actions of persons who are not employees or agents of MNTR.
3. I knowingly and freely assume all such risk.
4. I release, forever discharge and agree to hold harmless MNTR, its board of directors, advisory board members, staff and volunteers, as well as all MNTR facilities and sponsoring organizations, including but not limited to Woodford Paideia Academy Elementary, Roberts Paideia Academy Elementary, the Cincinnati Arts Association, the Evendale Cultural Arts Center, Fairview-Clifton German Language School, Cincinnati Waldorf School, and their members, directors, employees, and agents (collectively, "Released Parties"), from and against any and all loss or damage, and any and all liability, claims, demands, lawsuits, and expenses of any kind that may now exist or arise in the future on account of any and all illnesses and injuries (including but not limited to, death) which relate to Participant's participation in MNTR programs, while attending, traveling to or returning home from any such circus activities or otherwise, including but not limited to those resulting from the negligence of one or more the Released Parties.
5. I will indemnify and hold harmless all of the Released Parties from any loss, damage, demands, actions, lawsuits, or liabilities, including attorney fees and expenses and costs, sustained by the Released Parties as a result of negligence, willful or intentional acts of the undersigned and/or Participant, and regardless of the basis of such loss, liability, damage or cost, including, but not limited to, the negligence of one or more of the Released Parties.
6. Participant may participate fully in the Youth Circus Program and all of its activities, and if the Participant requires any emergency medical procedures or treatments while participating in MNTR programs, I consent to the Released Parties taking, arranging for, or consenting to the procedures or treatments in their discretion. I hereby release the Released Parties from and against any and all claims and liability arising from or related to the provision, authorization, and administration of medical treatment, services, and medication to Participant in accordance with this provision.
7. If Participant becomes ill, disruptive, or otherwise unable to finish the class or activity, I will be required to immediately pick-up Participant from said class or activity, and that inappropriate

behavior (as determined by MNTR staff and/or representatives) shall be cause for immediate dismissal from the MNTR program without refund.

8. MNTR is granted permission to transport or arrange transportation for Participant to travel to and from MNTR activities. In the event it becomes necessary for the Participant to return home due to medical reasons, disciplinary action or otherwise, and I am unable to immediately pick-up Participant from said MNTR activity, I agree to assume all responsibility for transportation costs.

I expressly agree that this Waiver and General Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of this Waiver and General Release is held invalid or unenforceable, it is agreed that the balance of this Waiver and General Release shall, notwithstanding, continue in full legal force and effect.

I certify that whether on behalf of myself, or as the parent/legal guardian of Participant, I consent to this Waiver and General Release as set forth above not only to Participant's release and indemnification of MNTR, but also for myself and my heirs, assigns and next of kin. I realize that all participation in MNTR programs is voluntary.

I agree to the terms of participation. If Participant is over 18 years of age, Participant hereby acknowledges to have read and agreed to these terms of participation.

For questions, please email info@mynoseturnsred.org.

Participant (if 18 or older) or Parent/Guardian electronic signature [*Enter name*]:

[*Signature*]_____

Relationship: _____

Date: MM DD YYYY

MNTR is granted permission to use photography, video, recordings, interviews or similar visual recording taken of myself or Participant during a Youth Circus rehearsal, events and meetings to be used in future marketing efforts for MNTR in print or online.

Participant (if 18 or older) or Parent/Guardian electronic signature [*Enter name*]:

[*Signature*]_____

Relationship: _____

Date: MM DD YYYY