



PHOTO RELEASE and WAIVER OF LIABILITY and HOLD HARMLESS AGREEMENT

The Vermillion Community Theatre, Inc. (VCT) is organized as a non-profit 501(c)3 corporation committed to promoting and providing community participation in all aspects of the theater. The production directors do everything they can to provide a safe and fun experience for everyone who participates in any aspect of the production.

1. IN CONSIDERATION for participation in a Vermillion Community Theatre program and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Vermillion Community Theatre, its Board of Directors, officers, servants, agents, and employees, or the Vermillion School District (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the VCT production area and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of South Dakota.
5. I UNDERSTAND THAT VERMILLION COMMUNITY THEATRE WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of Vermillion Community Theatre concerning participant conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.

7. I also understand that I should and am urged by Vermillion Community Theatre to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.
8. PHOTO & VIDEO RELEASE: I agree that Vermillion Community Theatre may record my participation, appearance, likeness, and voice on any digital, analogue, or other device or storage medium (the "Materials"). I hereby unconditionally and irrevocably consent to VCT's use of the Materials for any legal purpose. I waive any right to be paid for use of the Materials or to object to the use of the Materials for any purpose, including, publishing, printing, displaying, exhibiting, distributing, or otherwise publicly using the Materials. VCT may edit, crop, retouch, or otherwise alter the Materials to reveal my preferred name in the Materials or do so by descriptive text or commentary. All intellectual property rights that are associated with the Materials are the sole property of VCT.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS THEREOF, I have hereunto set my hand on this _____ day of _____, 20____
Date month year

 Participant Name

 Parent Name (must sign if under 18 years old)

 Participant Signature

 Parent Signature

Phone (for emergency use): _____