

SPOTLIGHT CHILDREN'S THEATER, INC.

**MUSICAL PRODUCTION RELEASE OF LIABILITY AND ASSUMPTION
OF RISK MANAGEMENT**

Minor's/Minors' Name(s) (Print): _____

In consideration for Spotlight Children's Theater INC., a Utah corporation ("*Spotlight*"), permitting the above named minor (the "*Minor*") to participate in the musical theater production operated by Spotlight January - December 2015 (including all rehearsals, performances and related activities, the "*Production*"), I, the undersigned parent of legal guardian of the Minor hereby acknowledge and agree as follows:

1. **I AM FULLY AWARE OF THE NATURE, PURPOSE AND RISKS OF THE PRODUCTION. I ACKNOWLEDGE THAT THE PRODUCTION WILL INVOLVE QUICK MOVEMENTS, DANCING, AND THE USE OF PROPS, AND REHEARSING AND PERFORMING ON ELEVATED STAGES OR PLATFORMS, ANY OF WHICH CAN RESULT IN INJURY. I ACKNOWLEDGE THAT THE PRODUCTION IS POTENTIALLY AND INHERENTLY DANGEROUS AND KNOWINGLY AND FREELY ASSUME ALL RISKS ASSOCIATED WITH THE PRODUCTION, INCLUDING WITHOUT LIMITATION ALL RISKS OF INJURY, DEATH AND/OR DAMAGE TO PROPERTY, AND ALL RISKS DESCRIBED ABOVE IN THIS SECTION, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES (DEFENDED BELOW) OR OTHER PARTIES, AND ASSUME FULL RESPONSIBILITY FOR THE MINOR'S PARTICIPATION IN THE PRODUCTION.**
2. **I ACKNOWLEDGE AND AGREE THAT SPOTLIGHT IS NOT REQUIRING THAT THE MINOR PARTICIPATE IN THE PRODUCTION. THE MINOR'S PARTICIPATION IN THE PRODUCTION IS COMPLETELY OPTIONAL AND VOLUNTARY. I WILL USE MY BEST EFFORTS TO ENSURE THAT THE MINOR DOES NOT ENDANGER HIMSELF OR HERSELF OR OTHERS WHILE PARTICIPATING IN THE PRODUCTION.**
3. I represent that the Minor has no physical or medical condition that would endanger the Minor or others in connection with the Minor's participation in the Production. I consent to medical treatment that is deemed advisable in the event of injury, accident or illness occurring in connection with the Minor's participation in the Production. I agree to be solely responsible for any hospital, medical and/or treatment costs arising out of any personal injury sustained by way of the Minor's participation in the Production.
4. I, for myself and on behalf of the Minor and my executors, administrators, heirs, next of kin, representatives, successors and assigns, and family members (collectively, the "*Releasing Parties*"), agree to protect, defend, hold harmless, and indemnify, and do release, remise and forever discharge, Spotlight, all owners of all facilities used for or in connection with the Production, and each such party's respective successors, assigns, managers, trustees, consultants, board members, officers, directors, attorneys, agents and other representatives (collectively, the "*Released Parties*"), from and against any and all claims, actions, causes of action, proceedings, suits, costs, liabilities, damages, and expenses, whether known or unknown (including but not limited to all direct, special, incidental exemplary, punitive, and consequential damages, losses of any kind and attorney's fees), and however caused, including without limitation by intentional, reckless, negligent or grossly negligent conduct (collectively, "*Claims*"), that are based upon, result from, and/or relate in any way to the Minor's participation in the Production, including without limitation with respect to transportation to and from rehearsals or performances. Additionally, and without limiting the foregoing, I, for myself and for all of the other Releasing Parties, waive any Claims any of us, whether

individually or collectively, may now or in the future have against Spotlight or any of the other Released Parties with the respect to the matters released hereunder, including but not limited to any Claim under any common law, whether in law or equity, or federal, state or local statute, ordinance or rule of law.

5. I acknowledge and agree that this Musical Theater Production Release of Liability and Assumption of Risk Agreement (this ***“Release Agreement”***) is intended to be as broad and inclusive as is permitted by law and that if any portion hereof is held invalid, the balance shall continue in full legal force and effect. I acknowledge and agree that by executing this Release Agreement, I am forever releasing and agreeing to indemnify the Released Parties from and against (a) claims which might otherwise be brought against Spotlight or the other Released Parties by me or by the Minor or by others on the Minor’s behalf and (b) any liability for any and all loss or damage, and any type of claim or demand therefore, on account of injury to any person or property arising out of or relating to the Production.
6. I represent that I am duly qualified as the parent or legal guardian of the Minor to execute this Release Agreement and assume all responsibilities and all liabilities with respect the Minor’s involvement in the Production as set forth herein. I acknowledge and agree that my execution of this Release Agreement is a material inducement to Spotlight permitting the Minor to participate in the Production, and for the owners of facilities used in connection with the Production to permit such facilities to be so used. I acknowledge and agree that this Release Agreement inures to the benefit of Spotlight and its successors and assigns, and also that all of the Released Parties are intended third-party beneficiaries of the Release Agreement and may enforce the same.

I HAVE READ THIS RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Print Name: Relation to Minor(s)

X _____
Signature: Date