

Waiver and Release of Liability
Assumption of Risk and Indemnity Agreement
THIS FORM IS TO BE USED FOR ALL NEW MEMBERS

In consideration of permitting I, _____ to enroll in an Independent Indoor Drumline and/or participate in Indoor Marching Percussion activities and related operations conducted by Imperial Percussion Theater (IPT), in the City/Suburbs or surrounding Cities of Houston in the County of: Harris, and State of Texas, beginning on the _____ day of _____, 20 _____, I, for myself, my personal representatives, heirs and next of kin:

HERBY

Acknowledge that indoor marching percussion/related travel is potentially dangerous and involves the risk of injury, and/or death, and/or property damage.

I FURTHER ACKNOWLEDGE

Marching activities or organization travel involve certain risks and injuries that may occur which require treatment in a medical facility.

I UNDERSTAND

That IPT travel can result in the injured party to be in remote locations, either by time, distance or both, from medical facilities.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE Imperial Youth Performing Ensembles Corporation, the above non-profit corp., its facility, the directors, or any of its officers, instructors, agents, contractors or employees **FROM ALL LIABILITY TO MYSELF**, my personal representatives, assigns, heirs, and next of kin, **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID COURSE, ACTIVITIES, OR ANY OTHER RELATED OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, ACT OF NATURE OR OTHERWISE.**

I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever.

I HEREBY SEPARATELY agree to INDEMNIFY and SAVE and HOLD HARMLESS the Releasees from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related operations, whether caused by the negligence of the Releasees or otherwise.

I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I have had the opportunity to personally discuss with the Executive Director the potential dangers incidental to engaging in the course and/or activity of Indoor marching or travel and related operations.

Participant's Name _____

(PLEASE PRINT)

_____ Date: _____

(SIGNATURE REQUIRED)

(If under 18 Years of Age please sign and date below with Parents/Guardian)

Participant's Name _____

_____ Date _____

(SIGNATURE REQUIRED)

As parent or guardian, I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have read the agreement, fully understand the terms herein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Releasees. Additionally, I understand the risks of injury while marching or travel to personally discuss the Indoor activities or instructional program with the Executive Director prior to commencement of the minor child's indoor marching percussion activities or travel.

Mother's Name _____

(PLEASE PRINT)

_____ Date _____

(SIGNATURE)

Father's Name _____

(PLEASE PRINT)

_____ Date _____

(SIGNATURE)

Guardian's Name _____

(PLEASE PRINT)

_____ Date _____

(SIGNATURE)