



Colorado State Thespians Waiver and Release

I, the undersigned, wish to participate in the Colorado State Thespian Convention (“ThesCon”) provided by Colorado State Thespians, a program of the Educational Theatre Association (“Organization”). I am participating in ThesCon of my own choice and agree to the terms of this Waiver and Release (“Agreement”). In consideration of my participation in ThesCon, I make the covenants and will uphold all the obligations below.

1. I understand that participation in the ThesCon is at my sole risk. I expressly assume all risks in connection with my participation in the ThesCon including, without limitation, illness, injury, death, and all other damages, which may occur regardless of my or the Organization’s action, inaction, or negligence. These risks include, but are not limited to, those caused by other people including, but not limited to, ThesCon participants, teachers, chaperones, Organization personnel, and volunteers (“Participants”). I agree to assume all related risks and accept full responsibility for all damages related to ThesCon.
2. I certify that I am in good health and suffer from no physical or mental injury, illness, or disability that would make me susceptible to any risk related to ThesCon. I certify that there are no health related reasons or problems which preclude my participation in ThesCon.
3. I forever release, waive, discharge, and agree not to sue the Organization, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, contractors, volunteers, agents, representatives, successors, and assigns (collectively, “Released Parties”) from any and all claims, demands, losses, damages, liabilities, suits, actions, costs, and expenses (including, without limitation, reasonable attorneys’ fees) relating to my participation in ThesCon including, but not limited to, any bodily injury, death, or property or personal damage, whether or not caused or alleged to be caused, in whole or in part, by the Released Parties or any other party's actions, inaction, or negligence in connection with ThesCon. I make the foregoing release, waiver, and discharge on behalf of myself and my heirs and personal representatives. I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have related to my participation in ThesCon. I acknowledge and agree that this Agreement is and is intended to be a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or damage I sustain related to ThesCon.
4. I hereby indemnify and hold harmless the Released Parties from all third-party claims, demands, losses, damages, suits, actions, costs, and expenses caused in whole or in part by my actions, inaction, or negligence.
5. In the event of any injury to me, I consent to any and all emergency medical care and transportation the Organization and/or its authorized agents or representatives may deem appropriate. This release and waiver extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
6. I will not possess or consume alcohol, cannabis, or any intoxicating or inebriating substance at ThesCon,
7. I may be refused entry or asked to leave ThesCon at any time, for any reason, without any refund. If I fail to leave voluntarily then the Organization and/or its authorized agents or representatives may



remove me from ThesCon. I release any and all claims against the Released Parties related to any discontinuation of my participation or involvement in the ThesCon.

8. I will be responsible for my own care and transportation traveling to and from ThesCon. I release any and all claims against the Released Parties related to my transportation to and from ThesCon and any occurrences outside of ThesCon.
9. I acknowledge and understand that images and recordings may be captured during ThesCon (“Captures”) and I authorize the Organization to include me in those Captures. The Organization will own from inception all such captures in perpetuity. I grant the Organization the perpetual, irrevocable, worldwide, sublicensable, fully assignable right and license to include my image, likeness, voice, personality, personal identification, and personal experiences as such may appear in the Captures and to use and publish any and all Captures in any media, currently known or unknown, in connection with the Organization’s business and to promote the Organization’s services.
10. I agree to at all times comply with all rules and policies set forth by the Organization as they pertain to ThesCon. I acknowledge and agree that these rules and policies are for the protection and safety of me and the Participants. The Organization reserves the right, but assumes no duty or obligation, to remove me from ThesCon if the Organization believes, in its sole judgment, I am violating Organization rules or policies or creating an unsafe situation.
11. I acknowledge and agree that the Released Parties have no duty to supervise the activities of me or any other Participant or any other person. The Released Parties assume no responsibility or liability for the acts or omissions of any of the foregoing persons.
12. I acknowledge that the Organization makes no representation as to the condition of the premises where ThesCon takes place or my accommodations at ThesCon, the safety of any structure or equipment that may be used in connection with ThesCon, or the safety of participating in ThesCon. I accept and shall participate in ThesCon where ThesCon takes place in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by the Organization or the Released Parties regarding this Agreement, the premises where ThesCon takes place, or ThesCon in general, except to the extent such representations are expressly set forth in this Agreement.
13. I acknowledge that my participation in ThesCon could increase my risk of contracting a communicable disease, including COVID-19. I voluntarily assume the risk that I may be exposed to or infected by a communicable disease, including COVID-19, by participating in ThesCon and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by a communicable disease, including COVID-19, in connection with ThesCon may result from the acts, omissions, or negligence of myself and others including, but not limited to, the Released Parties. I release, covenant not to sue, discharge, and hold harmless the Released Parties of and from all liabilities, claims, actions, damages, costs, and expenses of any kind arising out of or related thereto.
14. I acknowledge that the Released Parties will not be liable to me or any third party for any indirect, special, consequential, exemplary, or incidental damages related to ThesCon. The Released Parties are not responsible for any technical, hardware, software, or equipment malfunction, nor any occurrence beyond the Organization’s reasonable control, and I hereby release the Released Parties of any liability therefor.
15. I agree that in the event I bring any legal action or proceeding in connection with ThesCon or its



Participants, I will be responsible for all costs and expenses of said litigation, including those of the defendant(s), until such time that a final judgment is rendered by a court of competent jurisdiction. The prevailing party in any such action or proceeding will be entitled to recover from the non prevailing party all related costs and expenses, including court costs and attorneys' fees.

16. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as possible. If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such portion will be enforced to the maximum extent permitted by law and the remainder of this Agreement will continue in full force and effect.

17. This Agreement supersedes all prior agreements, oral or written, regarding its subject matter. This Agreement is governed by the laws of the State of Colorado and I hereby consent to the exclusive jurisdiction of the courts located in Denver, Colorado.

I have read this entire Agreement and understand all its contents, without exception. I understand that by agreeing to this Agreement, I am assuming all risk of participating in ThesCon and have given up substantial rights.

AGREED AND ACCEPTED:

_ Signature Date

_ Printed Name

As the parent or legal guardian of the student named above ("Student"), I agree to all the terms and conditions of this Agreement on behalf of the Student and on my own behalf. By signing below, I am agreeing to and accepting all the terms of this Agreement. I further guarantee that the Student will comply with all terms and conditions of this Agreement and will not at any time disaffirm this Agreement by reason of the Student's minority or otherwise. I further agree to release, hold harmless, and indemnify the Released Parties from any and all claims made by or on behalf of myself or the Student related to ThesCon or any attempted disaffirmance of this Agreement. If the Student disaffirms this Agreement at any time by reason of the Student's minority or otherwise, I shall be liable to the Organization for all the Student's obligations, representations, and warranties had this Agreement not been disaffirmed.

AGREED AND ACCEPTED:

_ Parent or Guardian Signature Date

_ Parent or Guardian Printed Name