



In consideration of the risk of injury while participating in **Broadway Junior Summer Camp** (referred to as Camp from now on), and as consideration for the right to participate in the Camp, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, located at 10707 Mason Rd. Cypress, Texas 77433 and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, and economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Camp.

MY CHILD, \_\_\_\_\_, IS VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED CAMP AND I AM ALLOWING MY CHILD TO PARTICIPATE IN THE CAMP ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS CAMP, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, AND ECONOMIC OR EMOTIONAL LOSS. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE CAMP LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY CHILD'S PARTICIPATION IN THIS CAMP, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, incurs any of these types of expenses, I agree to reimburse **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**.

I acknowledge that **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, and their directors, officers, volunteers, representatives and agents are

not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**.

I ACKNOWLEDGE THAT THIS CAMP MAY INVOLVE A TEST OF A CHILD'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL PHYSICAL AND MENTAL ADJUSTMENTS. The risks may include, but are not limited to, those caused by facilities, temperature, weather, lack of hydration, condition of participants, equipment, and actions of others.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club** FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club**, its agents, and employees.

In the event that my child should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance for my child

In the event that any damage to equipment or facilities occurs as a result of my child's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, as named above, and **CYFAIR ISD, Bridgeland Theatre Company, Bridgeland High School and Bridgeland Theatre Arts Booster Club** agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said

provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Please list any medical conditions or medications you feel we should know about.

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In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT:

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Name

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Phone number

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Relationship to child

I, the undersigned parent or guardian, affirm that my child is under the age of 18 years of age. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

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Parent or Guardian NAME

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Parent or Guardian SIGNATURE

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Date

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Child's name