

# Hope Musical Theatre

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PARENTAL CONSENT AND INDEMNITY AGREEMENT

In consideration of my child being permitted to leave campus for lunch, I agree to the following:

1. I understand the nature and privilege of leaving campus for lunch and the maturity level needed from said Minor. I believe the Minor to have such experience, maturity level and capability to leave campus. I further agree and warrant that I will instruct the Minor that if at any time the Minor believes conditions to be unsafe, he/she will immediately discontinue the off campus activity.

2. I fully understand that (a) leaving the campus of Palo Alto High School (Hope Musical Theatre) involves risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, BLINDNESS, PARALYSIS AND DEATH ('risks'); (b) these risks and dangers may be caused by the Minor's own actions or the inactions of others participating in the off-campus privilege or of others not associated with Tampa Prep, or the condition in which the activity takes place or THE NEGLIGENCE OF THE 'RELEASEES' NAMED BELOW; (c) there may be other risks and social and/or economic losses either not yet known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages incurred as a result of the Minor leaving campus.

3. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS HOPE MUSICAL THEATRE - Sarah Hope, its respective administrators, directors, agents, officers, volunteers, employees, other participants, sponsors and/or advertisers, from all liability, claims, demands, losses or damages on the Minor's account, caused or alleged to be caused in whole or in part by the negligence of the 'releasees' or others, and I further agree that if, despite this release, the Minor or anyone on the Minor's behalf makes a claim against any of the releasees named above I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS WHICH MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

### Leaving Campus for Lunch

Please check one of the following:

My Student is permitted to leave campus for lunch \_\_\_\_\_

My Student is **not** permitted to leave campus for lunch \_\_\_\_\_

Student's Full Name \_\_\_\_\_

Parent or Guardian \_\_\_\_\_ Phone Number \_\_\_\_\_

Parent Signature \_\_\_\_\_