

**LONGLEAF SCHOOL OF THE ARTS**  
**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION,**  
**AND PARTICIPATION CONSENT AGREEMENT**

In consideration for being permitted to enroll and participate in **LSA Theatre & Dance "Haunted Car Wash" Fundraiser Event** (the "Group") at Longleaf School of the Arts ("School"), I agree to the following terms and conditions contained in this Release and Waiver of Liability, Assumption of Risk, Indemnification, and Participation Consent Agreement (the "Agreement"):

1. **Group and Associated Risks.** I acknowledge, understand, and accept that the Group and activities associated with it are of a physical nature, and that certain risks are inherent in my child's participation in the Group. I am aware that by allowing my child to enroll and participate in the Group I assume the responsibility for certain dangers that may occur. These include, but are not limited to, the hazards of accidents, illness, injury, and death.
2. **Assumption of the Risk.** I understand that my child's enrollment and participation in the Group is **VOLUNTARY** and freely assume all of the liability and responsibility for any risks associated with participation in the Group which include injury or death, and any harm, damage, injury, or loss that may occur to my child or their property as a result of my child's participation in the Group, including any loss, injury or death caused by the negligence of School, its directors, officers, members, managers, employees, teachers, sponsors, independent contractors, administrators, agents, volunteers, or other participants.
3. **Release of Liability.** I agree on behalf of myself, my child, my personal representatives, successors, heirs, and assigns to hold School, its directors, officers, members, managers, employees, affiliates, sponsors, agents, independent contractors, administrators, and volunteers as well as the owners, manufacturers and installers of the equipment comprising the obstacle course (collectively, the "Released Parties") harmless from any and all claims or causes of action arising out of my child's participation in the Group. I expressly release, waive and discharge Releasees from any and all liability, claims, demands or causes of action whatsoever arising out of any damage, loss, personal injury or death to my child, their personal property, while participating in any of the Group or to me as a result of any loss, injury or death of my child. This release is valid and effective whether the damage, loss or death is a result of any act or omission on the part of any of Releasees or from any other cause. This Waiver and Release of all liability includes, without limitation, injuries, illness, or accidents, which may occur as a result of (a) participation, (b) any equipment which may malfunction or break, (c) improper maintenance of any equipment, or (d) slipping and falling while in the Group, or the surrounding premises.
4. **Indemnification.** To the fullest extent permitted by laws, I shall indemnify, hold harmless and defend the Released Parties from and against any and all loss, harm and liability including, without limitation, all costs, damages, settlements, claims, suits and expenses (including reasonable attorneys' fees) for liability for property damage or personal injury, including death, to my child, myself and any other person resulting from or arising in connection with my child's participation in the Group.
5. **Statement of Fitness.** I represent and warrant that my child is physically fit, have sufficiently prepared or trained for participation in the Group, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my child's participation in this Group. I further acknowledge that my child is not under the influence of any substances, including alcohol, illicit drugs, or prescription drugs, which may affect or impair my motor skills, judgment, or general ability to think clearly.
6. **Consent to Treatment.** I consent to having my child administered first aid and other medical treatment in the Group due to injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. I further consent to my child receiving emergency medical care and/or transportation as medical professionals may deem appropriate. I understand that School will provide no medical insurance for such treatment and that I am liable for all costs associated with my child's treatment and transportation.
7. **Participation Consent.** I agree that my child will exhibit appropriate behavior at all times and to follow any and all rules for the Group. This includes respect for all people, equipment and facilities and cooperative, positive participation.
8. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of its provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated.
9. **Choice of Law & Attorneys' Fees.** I agree that this Agreement will be governed by the Laws of the State of North Carolina and that any dispute arising from this Agreement will be adjudicated by the

State of North Carolina, and I hereby agree to submit to the exclusive jurisdiction of the Courts of Wake County, North Carolina for this purpose. If any action or legal proceeding is brought to enforce or interpret the validity of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

**THIS AGREEMENT CONTAINS A RELEASE. READ BEFORE SIGNING.**

**Acknowledgement.** I acknowledge and agree that I have read this Agreement or had it read to me/us prior to affixing my/our signature hereto, fully understand its terms, understand that I have given up substantial rights by signing it and 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, and agree that if any portion of this agreement is held to be invalid the balance notwithstanding, shall continue in full force and effect.

\_\_\_\_\_  
**Participant Name (print)**

\_\_\_\_\_  
**Participant Signature**

\_\_\_\_\_  
**Date**

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE.** I, parent/guardian of the above-named participant, sign this Agreement on behalf of a minor less than 18 years of age. I represent and warrant that I am the parent/guardian of the minor named above, have the legal capacity and authority to act for, or on behalf of, the minor, and hereby give my approval for this child's participation in the Group. I am solely responsible for determining if my child is physically fit and/or able to participate in this Group with or without my supervision. I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree on behalf of myself and my child/ward, to the terms as stated above. I consent to this liability waiver as a condition of my child's participation in the Group, and agree to all the terms as stated above, and sign on my own free act and deed.

\_\_\_\_\_  
**Parent/Guardian Name (print)**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Minor/Participant Name (print)**

\_\_\_\_\_  
**Minor/Participant Age**

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**Emergency Contact Name** \_\_\_\_\_

**Emergency Contact Phone** \_\_\_\_\_