

**THE UPFRONT THEATRE WAIVER OF LIABILITY AND HOLD  
HARMLESS AGREEMENT**

1. IN CONSIDERATION for participation in Upfront Theatre programs and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Upfront Theatre, its Board of Directors, officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
2. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the Upfront Theatre premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the Washington State.
5. I UNDERSTAND THAT The Upfront Theatre WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
6. I further agree to become familiar with the rules and regulations of The Upfront Theatre concerning student/performer/employee conduct and not to violate said rules of any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
7. I also understand that I should and am urged by The Upfront Theatre to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

## **UPFRONT THEATRE PHOTOGRAPHY RELEASE AND WAIVER**

I hereby grant The Upfront Theatre and its legal representatives the irrevocable right and unrestricted permission to use and publish photographs or video images of me, or in which I may be included, for any purpose authorized by The Upfront Theatre, including but not limited to: website use, social media use, brochure use, and advertising use. This grant includes the right to modify and retouch the images at the discretion of The Upfront Theatre. I understand that the circulation of such materials could be worldwide and that there will be no compensation to me for this use. Furthermore, I understand that I will not be given the opportunity to inspect or approve the finished products or the advertising copy or the printed matter that may be used in connection therewith. In granting this permission to The Upfront Theatre and its legal representatives, I am fully and without limitation releasing it from any liability that may arise from the use of the images