

future STAGES

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

For

Future Stages Festival at the Kauffman Center

## June 25, 2017

- 1. In consideration for receiving permission to participate in the Future Stages Festival, I hereby release, waive, discharge and covenant not to sue Kauffman Center for the Performing Arts, their officers, agents, servants, or employees (hereinafter referred to as Releasees) from or for 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 any of the 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.
- 2. I am fully aware of the risks involved and hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and/or 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 of property owned by me, as a result of being engaged in such activity, whether caused by the negligence of release or otherwise.
- 3. I further agree to indemnify and hold harmless the Releasees from any loss liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of releases or otherwise.
- 4. It is my express intent that this waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above mentioned Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Missouri.
- 5. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representation, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age, and/or am the parent of legal guardian of the individual participating in the event, am fully competent and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this \_\_\_\_ day of \_\_\_\_\_ 2016

Participant Name (Print)

Participant Signature

If participant is under the age of 18, parent/guardian consents to the minor's participation in the event, understands that Kauffman Center may use images of the minor's participation/performance for promotion of the event or venue, and consents for Kauffman Center for the Performing Arts to seek reasonable and necessary medical treatment for. Participants during such event or associated activities, and agrees to be responsible for any cost of such treatment.

Parent/Guardian signature

Date