



**Children's Musical Theatre of Bartlesville, Inc.**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT & PHOTO RELEASE**

1. In consideration for participating in a theatrical program offered by Children's Musical Theatre of Bartlesville, Inc. (CMT), I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CMT, the Board of CMT, or any employees, agents or volunteers of CMT 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 my child(children), or to any property belonging to me or my child(children) 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. ASSUMPTION OF THE RISK AND WAIVER OF THE LIABILITY RELATED TO CORONAVIRUS/COVID-19: Children's Musical Theatre of Bartlesville ("CMT") has put in place preventative measures to reduce the spread of COVID-19; however, CMT cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending camp could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending summer camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at CMT may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CMT employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CMT or participation in CMT programming. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CMT, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CMT activity.
3. To the best of my knowledge, my child(children) 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 allow my child(children) to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to my child(children) and my child's(children's) property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by my child(children), or any loss or damage to property owned by my child(children), as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
4. 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 child's(children's) participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
5. 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 the Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oklahoma.
6. I UNDERSTAND THAT CMT WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY MY CHILD(CHILDREN) MAY SUSTAIN.
7. I and my child(children) further agree to become familiar with the rules and regulations of CMT concerning student conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that my child(children) will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
8. I also understand that I should and am urged by CMT to obtain adequate health and accident insurance to cover any personal injury to my child(children) which may be sustained during the activity or the transportation to and from said activity.

9. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGES MY CHILD(CHILDREN) CAUSE TO THE FACILITIES.

**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 representations, statements or inducements, apart from the foregoing written agreement, have been made; I am the parent or legal guardian of a minor child(children) participating in the program and am fully competent to consent to his/her participation; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Printed Name(s) of Participant(s)

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian Signature of Parent/Legal Guardian



**Photo/Video Release**

My child's picture May May Not **(circle one)** be used for promotional or advertising purposes.

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