

# Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named adult or minor's participation at The Company Acting Studio, LLC, now or any time in the future.**

## Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation at The Company Acting Studio, LLC activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participating at The Company Acting Studio, LLC, including but in no way limited to: (1) slips, trips, and falls, (2) performance injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation at The Company Acting Studio, LLC and that said list in no way limits the operation of this Agreement.

## Coronavirus / COVID-19 Warning & Disclaimer


Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

**Participating in The Company Acting Studio, LLC programs or accessing the facilities used by and for The Company Acting Studio LLC could increase the risk of contracting COVID-19.** The Company Acting Studio, LLC in no way warrants that COVID-19 infection will not occur through participation of activities or accessing the facilities used by and for The Company Acting Studio, LLC. Communicable Diseases. Participating in activities at or via The Company Acting Studio, LLC will invariably place Releasee in close proximity with other individuals and in contact with surfaces or areas that may have been handled, touched, or come into contact with other individuals. Due to the nature of the activities and services offered, provided and conducted at The Company Acting Studio, LLC, as well as the participation of other persons, The Company Acting Studio, LLC cannot guarantee that recommended social distancing will be followed at all times during the activities and services offered, provided and conducted at The Company Acting Studio, LLC and cannot guarantee that surfaces and other areas or items the Releasee may come in contact with are free of viruses, bacteria, or other contaminants. Releasee acknowledges that cases of the novel coronavirus ("COVID-19") have been confirmed throughout the United States, including, in NEWTON COUNTY, GA. By volunteering to participate in the activities and services at The Company Acting Studio, LLC, Releasee appreciates, fully understands, and assumes the risk that Releasee may be exposed to and contract COVID-19 or any other communicable disease, including as a result of actions or inactions by the Company, by other activity participants, or by third parties. If Releasee is not aware of these risks which may come by participating in the activities and services at The Company Acting Studio, LLC, Releasee should not participate until and unless Releasee has sought and received information from The Company Acting Studio, LLC which allows Releasee to have a fair and reasonable opportunity to know and understand said risks.

Releasee agrees, represents, and warrants that neither Releasee nor any child that Releasee brings to participate in the activities and services at The Company Acting Studio, LLC will participate in activities or services or visit The Company Acting Studio, LLC's physical location(s) if he or

she (i) is experiencing symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath or (ii) has a suspected or diagnosed case of COVID-19 or any other communicable disease. Additionally, Releasee agrees, represents, and warrants that neither Releasee nor any child that Releasee brings to participate in the activities and services will participate in activities or services or visit The Company Acting Studio, LLC's physical location(s) if he or she, within the preceding 14 days, has (1) visited an area subject to a CDC Level 3 Travel Health Notice, (2) been exposed to any person who had visited an area subject to a CDC Level 3 Travel Health Notice in the 14 days preceding the exposure, or (3) been exposed to any person who has a suspected or diagnosed case of COVID-19.

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of (add student's name on the line if a minor) \_\_\_\_\_'s participation / (add student name of adult student here) \_\_\_\_\_'s participation at The Company Acting Studio, LLC, I, (parent or guardian is applies on line here) \_\_\_\_\_, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** Lisina Stoneburner and John Stoneburner and The Company Acting Studio LLC, its officers, directors, members, employees, volunteers, agents, representatives and insurers ("Releasees") **heirs, successors and assigns** from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against The Company Acting Studio, LLC on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the facilities or equipment of or used by or the participation of programs at The Company Acting Studio, LLC, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. 

In consideration of the named minor's or adult persons participation at The Company Acting Studio, LLC, I, the undersigned adult student or parent/guardian of the named minor, agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's participation at The Company Acting Studio, LLC.

I hereby certify on behalf of myself and the named minor if that applies that I have full knowledge of the nature and extent of the risks inherent of participation at The Company Acting Studio, LLC and that I, on behalf of myself and the named minor if that applies, am voluntarily assuming said risks. I understand that I and the named minor if that applies, will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating at The Company Acting Studio, LLC and that by signing this agreement I, on behalf of myself and the named minor if that applies, **HEREBY RELEASE** Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation at The Company Acting Studio , LLC.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor if that applies.

I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

