

GENERAL LIABILITY RELEASE
& WAIVER OF CLAIM
MENOTOMY MUSICAL THEATER

IN CONSIDERATION of Menotomy Musical Theater's participation form and as an inducement to organize productions and permit participation therein, the undersigned PARTICIPANT does agree that Menotomy Musical Theater, sponsors, promoters, other participants or volunteers and any and all other persons or entities involved or associated with a production and any function or activity associated or in connection therewith, their members, directors, agents, subcontractors, employees or volunteers, hereinafter the EVENT ORGANIZERS, shall not be liable for PARTICIPANT'S death or injury to their person, for any loss due to theft of or damage to their property, or for any other consequential or incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or slight care by the EVENT ORGANIZERS in the conduct of any production and any function or activity associated or in connection therewith. Furthermore, the undersigned PARTICIPANT does hereby waive any and all claims or causes of action against the EVENT ORGANIZERS which he or she may have by reason thereof and does hereby release and hold harmless the EVENT ORGANIZERS from any and all claims or causes of action that he or she may acquire or suffer as a result of such participation and including any and all activities associated or participated in connection therewith, whether presently known or thereafter acquired or accrued. Furthermore, the undersigned PARTICIPANT agrees not to bring or cause to be brought any suit on any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability or ordinary or gross negligence. The undersigned PARTICIPANT further acknowledges that the execution of this Release and Waiver is continuing in nature, that it is his or her free and voluntary act and that he or she is under no duress or undue influence. Furthermore, the undersigned PARTICIPANT intends both that he or she be legally bound hereby, and, in the event of his or her death, that this Release and Waiver shall be binding on his or her estate, heirs, beneficiaries or any other successors in interest. The undersigned PARTICIPANT also hereby grants full permission to the EVENT ORGANIZERS to use any photographs, videotapes, motion pictures, recordings or other records of this event without notice or compensation to him or her.

This Release and Waiver shall be construed under the laws of the Commonwealth of Massachusetts. By his or her signature below, PARTICIPANT verifies that he or she has read and fully understands this Release and Waiver.

IN WITNESS WHEREOF, the PARTICIPANT sets forth his or her hand on the date below written.

PARTICIPANT SIGNATURE

DATE

If Participant is under the age of 18, Release and Waiver requires the agreement of parents or legal guardian to all the terms and conditions set forth herein.

PARENT OR LEGAL GUARDIAN SIGNATURE

DATE