

The Penguin Project Foundation **Permissions, Releases and Waivers**

Please read this document carefully, initial each statement on the line provided, and sign the document at the bottom.

_____ For the consideration of me and/or my child, for whom I am responsible and represent, participating in the Show, I acknowledge that we do so of our volition and choice and, recognizing that performing in such a production has or creates greater risk for injury to myself or child.

_____ I agree to waive and relinquish all claims that I or my child may have for injuries or damages as a result of participating in the Show or using the theatrical facilities or equipment, against the Foundation, its officers, directors, agents, employees and/or affiliates. This Release is intended to release any and all claims that I/we may possess as a consequence, in any fashion, of our participation in the Show. Accordingly, I do hereby fully release, discharge from liability and hold harmless the Foundation, its officers, directors, agents, employees and/or affiliates from any and all claims for injury, including death, damages, property damage or loss which we may have or which may in the future accrue to me or my child on account of participation in the Show or use of the Show or the theatrical facilities equipment.

_____ I further agree to indemnify, hold harmless and pay defense costs and defend the Foundation, its officers, directors, agents, employees and/or affiliates from any and all claims resulting from injuries, including death, damages, property damage or loss sustained by me or my child arising out of, connected with or in any way associated with the activities participating in the Show or by use of any theatrical facilities or equipment.

_____ I recognize the right of the director of the Show, in his or her absolute discretion either to terminate a participant's involvement in the Show at any time due to disciplinary issues or medical issues which might jeopardize either the participant's or someone else's health, safety or well-being or because of concerns about the completion of the production of

the Show in a satisfactory manner, which it is acknowledged is solely the decision of the Show's director.

_____ I understand that it is my responsibility to get my child to and from rehearsals, and to notify the director in case of illness or other absence

_____ I understand that I must attend one of the two mandatory parent meetings

_____ I understand that there will be a \$10 costume fee for each child participating in the program

_____ I understand that I must participate in providing treats/snacks for the group rehearsals, as requested by the treat/snack coordinator

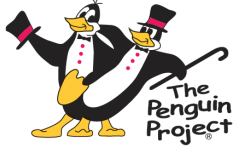
_____ I understand that the program has a NO TOLERANCE policy regarding physical/verbal violence and bullying. I further understand that my child may be asked to leave the program if he/she violates this policy. The director may consider my child's return to the program, if I agree to attend rehearsals/performances and monitor my child's behavior.

Dated: _____

Name of Participant

Name of Responsible Person

Signature of Responsible Person



The Penguin Project Foundation

RELEASE

Please read this section carefully before signing: be aware that in signing up and participating in the Penguin Project theatrical production (the Show) and using the facilities and equipment, directed and produced by the Penguin Project Foundation (the Foundation), you will be waiving and releasing any and all claims for injuries or loss or property damage that you or your child might maintain arising in any matter out of the Show or the use of any theatrical facilities or equipment.

ACKNOWLEDGMENT OF RISK OR INJURY

For the consideration of me and/or my child, for whom I am responsible and represent, participating in the Show, I/we acknowledge that we do so of our volition and choice and, recognizing that performing in such a production has or creates greater risk for injury to myself or child.

WAIVER OF CLAIM FOR INJURY

I agree to waive and relinquish all claims that I or my child may have for injuries or damages as a result of participating in the Show or using the theatrical facilities or equipment, against the Foundation, its officers, directors, agents, employees and/or affiliates. This Release is intended to release any and all claims that I/we may possess as a consequence, in any fashion, of our participation in the Show. Accordingly, I do hereby fully release, discharge from liability and hold harmless the Foundation, its officers, directors, agents, employees and/or affiliates from any and all claims for injury, including death, damages, property damage or loss which we may have or which may in the future accrue to me or my child on account of participation in the Show or use of the Show or the theatrical facilities equipment.

INDEMNITY AND DEFENSE

I further agree to indemnify, hold harmless and pay defense costs and defend the Foundation, its officers, directors, agents, employees and/or affiliates from any and all claims resulting from injuries, including death, damages, property damage or loss sustained by me or my child arising out of, connected with or in any way associated with the activities participating in the Show or by use of any theatrical facilities or equipment.

RECOGNITION OF TERMINATION

The undersigned recognizes the right of the director of the Show, in his or her absolute discretion either to terminate a participant's involvement in the Show at any time due to disciplinary issues or medical issues which might jeopardize either the participant's or someone else's health, safety or well being or because of concerns about the completion of the production of the Show in a satisfactory manner, which it is acknowledged is solely the decision of the Show's director.

Dated: _____

Name of Participant

Name of Responsible Person

Signature of Responsible Person