

HUMBOLDT COUNTY LIGHT OPERA COMPANY  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION OF \_\_\_\_\_ BEING PERMITTED TO PARTICIPATE IN ANY AND ALL HUMBOLDT LIGHT OPERA COMPANY (HLOC) ACTIVITIES FOR ANY PURPOSE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED IS THE PARTICIPANT OR PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT PARTICIPATING IN THE HLOC ACTIVITIES. The undersigned hereby gives his/her consent to participate in all HLOC activities.
2. THE UNDERSIGNED WARRANTS THAT THE PARTICIPANT IS IN GOOD HEALTH AND IS ABLE TO PARTICIPATE IN THE HLOC ACTIVITIES FOR WHICH S/HE IS REGISTERED.
3. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE HLOC OR HUMBOLDT LIGHT OPERA COMPANY, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned and on behalf of or for the above named Participant, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the Participant or property or resulting in death of the Participant, whether caused by the negligence of the releases or otherwise while the Participant is in, upon, or about the premises or any facilities or equipment therein.
4. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the Participant in, upon or about the premises used by HLOC or in any way observing or using any facilities or equipment used by HLOC whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the Participant due to the negligence of releasee or otherwise while in, about or upon the premises used by HLOC and/or while using the premises or any facilities or equipment hereon.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE AND UNDERSTAND AND AGREE TO ITS TERMS.

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Signature of Participant or Parent/Legal Guardian

Date