

# Chrysalis Arts Ministries

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## ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

SEPTEMBER 11, 2021 – NOVEMBER 15, 2021

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In consideration for permitting Participant to participate in this Event, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**Assumption of Risk:** The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant is in the necessary physical, mental, and emotional condition to participate therein; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event.

**Release and Waiver:** The undersigned hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Chrysalis Arts Ministries and its member institutions, or any subdivision thereof, and each of them, their officers, employees, and volunteers (collectively, the "Releasees"), from and for any liability resulting from their participation in these activities, including any personal injury, accident or illness (including death), and/or property loss, and any defamation, bullying, harassment, or other social response, however caused, arising from, or in any way related to, Participant's participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

**Permission For Media Usage:** The undersigned further agree to allow, without compensation, Participant's image, name, and talents to appear, and to otherwise be used, in material, regardless of media form, for this event, and for all future uses promoting Chrysalis Arts Ministries and its member institutions, or any subdivision thereof. These uses may include live-streamed activities, recorded activities, print, media, social media, and all other forms of media as allowed by law.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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**Acknowledgment of Understanding:** The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

**Participant #1 Full Name:**

**Date Of Birth:**

**Signature Of Participant/Parent/Legal Guardian:**

**Date Of Signing:**

**Participant #2 Full Name:**

**Date Of Birth:**

**Signature Of Participant/Parent/Legal Guardian:**

**Date Of Signing:**

**Participant #3 Full Name:**

**Date Of Birth:**

**Signature Of Participant/Parent/Legal Guardian:**

**Date Of Signing:**

**Participant #4 Full Name:**

**Date Of Birth:**

**Signature Of Participant/Parent/Legal Guardian:**

**Date Of Signing:**