

THE ZOMBIE SYNDROME PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, WAIVER, INDEMNITY AND AGREEMENT NOT TO SUE ON BEHALF OF THE BELOW NAMED MINOR

In return for the opportunity to participate in the event “The Zombie Syndrome” (the “Event”), produced by The Virtual Stage Arts Society (the “Company”), the undersigned legal or acting guardian (the “Guardian”), for themselves, the minor named below, their and minor’s heirs, assigns and legal representatives (collectively, the “Participants”), for him or her self, his or her heirs, successors and legal representatives, hereby:

1. Assumes any and all risks involved in or arising from participation in the Event or the negligent or deliberate acts of another person and any danger of personal injury and all other hazards in any way arising from participation in the Event, whether occurring prior to, during or after the Event.
2. Releases the Company and its successors, assigns, operators, officers, directors, employees, owners and agents (collectively “Representatives”), from any and all liability other than from the intentional infliction of harm by any Representatives, and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of participation in the Event including, without limitation, those based upon death, bodily injury or property loss or damage whether or not caused by negligence or activities of any other person.
3. Agrees to hold harmless, defend and indemnify the Company and its Representatives from and against all claims against the Company arising out of the Participants’ participation in the Event, including damages, losses, legal fees and other expenses or liabilities incurred by the Company.

The Company reserves the right, without refund of any portion of fees paid, to refuse participation or eject any person from participation in the Event whose conduct is deemed by the Company to be disorderly or disruptive to the Event in any manner.

The Guardian has read this Agreement and understands that by making this Agreement, he/she surrenders valuable rights of Guardian and on behalf of the minor named below does so freely and voluntarily as his/her own free act. The Guardian further certifies that he/she is at least 19 years of age and legally competent to sign this agreement. The Guardian further understands that the terms herein are contractual and not a mere recital and that he/she has signed this Agreement as his/her own free act, and the Guardian hereby agrees that he/she has had the opportunity to consult a lawyer before signing it, and if the Guardian has failed to consult a lawyer in respect of this Agreement, hereby has waived the right to do so.

Name of Minor (print)

Guardian Signature

Date

Name of Guardian (print)