

## WAIVER AND RELEASE OF LIABILITY FOR MINORS

DATE: \_\_\_\_\_

CHILD'S NAME: \_\_\_\_\_

**IN CONSIDERATION OF** the risks that exist while being onsite at Austin Public, located at 1143 Northwestern Ave. (the "Premises"), and while participating in any activities at, or in connection with, Austin Public, (hereinafter the "Activity"); and

**IN CONSIDERATION OF** my desire for my child (under the age of 18 and listed as "child's name" above) to participate in said Activity,

**I HEREBY**, for myself, my child, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive, discharge, and release any and all rights, claims or causes of action of any kind arising out of my child's participation in the Activity.

**I UNDERSTAND AND ACKNOWLEDGE** that the activities that take place on the Premises may involve the risk that my child will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand and agree that the activities that take place on the Premises may not be supervised and that the City of Austin and the Austin Film Society may, but is not obligated to, provide medical services. I further acknowledge that any injury my child may sustain while on the Premises may be compounded by negligent or delayed medical service. **I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY CHILD'S USE OF AND PARTICIPATION OF ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF INJURY, DEATH, OR PROPERTY DAMAGE.**

**I HEREBY** release and forever discharge The Austin Film Society and the City of Austin, their employees, affiliates, managers, members, agents, attorneys, staff, volunteers, representatives, predecessors, successors and assigns (collectively "Released Parties"), from any physical or psychological injury that my child may suffer as a direct result of participation in the Activity.

**I FURTHER AGREE** to indemnify, defend and hold harmless the Released Parties against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me, my child, any Releasor, or anyone on my behalf, including attorney's fees and any related costs. This expressly includes indemnification for negligence of all Released Parties.

**I FURTHER ACKNOWLEDGE** that Released Parties are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Released Parties. In the event that my child should require medical care or treatment, I authorize The Austin Film Society to provide any emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEs, emergency medical transport, and sharing of known medical information with medical personnel and release all Released Parties for any acts or omissions relating to my child's medical needs. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry health insurance for my child.

**I AGREE** to pay for any damage to equipment or facilities resulting from my child's willful actions, neglect or recklessness.

**I ACKNOWLEDGE THAT THE AUSTIN FILM SOCIETY AND CITY OF AUSTIN DO NOT CONTROL THE TYPE OF CONTENT BEING PRODUCED IN AUSTIN PUBLIC'S STUDIOS AND THAT IT IS MY RESPONSIBILITY TO RESEARCH AND UNDERSTAND THE SHOW(S) MY CHILD WORKS ON.**

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY CHILD'S PARTICIPATION IN ANY ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.**

**PARENT / GUARDIAN NAME:** \_\_\_\_\_

**PARENT / GUARDIAN SIGNATURE:** \_\_\_\_\_

**PARENT / GUARDIAN CONTACT EMAIL:** \_\_\_\_\_

**PARENT / GUARDIAN CONTACT PHONE #:** \_\_\_\_\_

(If different from the above)

**EMERGENCY CONTACT NAME:** \_\_\_\_\_

**EMERGENCY CONTACT PHONE #:** \_\_\_\_\_