



## Contract for Waiver of Liability, Assumption of Risks, and Indemnity Agreement

I, \_\_\_\_\_, (please print) intend to be legally bound and do hereby agree to be legally bound for myself and for all successors in interest I may have, by this contract, Waiver and Release of Liability, Assumption of Risks, and Indemnity Agreement.

**Waiver:** In consideration of being permitted to visit or participate in any way in any activity, including transportation to and from auditions, rehearsals, presentations, performances, and other official functions (hereafter referred to as event), I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Thieves Guild, Inc., their coordinators, representatives, officers, members, employees, assistants, volunteers, assigns, or agents of any type whatsoever acting on or in behalf of the aforementioned entity (hereafter referred to as Thieves Guild) from liability from any and all claims including negligence of Thieves Guild, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, visitation or participation in any way in any activity related to the event.

**Assumption of Risks:** As a performer and stage combatant I understand that stage combat or stage fighting may require the participant to execute moves such as stretches, falls, rolls, twists, as well as the illusion of physical violence, including but not limited to: slaps, punches, kicks and fighting with weapons such as, rapier, dagger, broadsword, quarterstaff, shield, and others. Stage combatants will observe and/or participate in stage combat techniques. I fully understand that stage combat may involve risk of injury to myself and others. Visitation or participation carries with it certain inherent risks that cannot be eliminated regardless of care taken to avoid injuries. I understand that participating in any form of staged combat can be dangerous, involving the risk of injury, including but not limited to minor, major, or catastrophic injury such as scratches, bruises, cuts, muscle tears, sprains and strains, broken bones, eye injuries, loss of sight, joint or back injuries, head injuries, heart attacks, concussions, partial or full paralysis, death, and/or other impairments to the body or mind. I acknowledge that the risks and type(s) of injuries will vary with the activities in which I participate. I know, understand, and appreciate these and other risks that are inherent in visitation or participation in this event and hereby consent that my visitation or participation is voluntary and that I knowingly assume all such risks. Consequently I agree to accept any and all risk involved with the activities in which I choose to participate; to obey the director, choreographer, safety officers, instructors, and their agents to help minimize the risk of injury to myself and others; and that failure on my part to abide by the rules of the safety officers will jeopardize my eligibility to participate in this activity, and that the director, choreographer, producer and safety officers reserve the right to remove me without reimbursement at their discretion if they feel that I am acting in an unsafe, or abusive manner. I further understand that many of the exercises and training methods to be taught will require me to be in good physical condition. I certify that I am physically able to participate in this activity and will further hold Thieves Guild harmless for any injury sustained in the course of this event due to any physical defect or condition that I may have, whether now known or hereinafter discovered. I further acknowledge that in consideration for participation, this release shall be considered effective for one year from the date of signature.

I understand that the nature of these activities may require close and intimate physical contact with other participants and/or instructors. I understand that this physical contact is necessary and inherent in the context and instruction of the material. I acknowledge and understand that it is my right to decline participation in any event with which I feel uncomfortable or unsafe, that it is my right to vocalize my feeling concerning the training, and that at any time I may choose to immediately cease activity or involvement. I acknowledge that if I am uncomfortable with any situation or individual that I may immediately state so, and that it is my right to remove myself from the situation immediately and that I am encouraged to do so, and that an instructor will be provided with whom I may discuss my concerns in private.

**Indemnification and Hold Harmless:** I agree to hold harmless and indemnify Thieves Guild against any claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the event for damages or other claims for injuries or losses of any kind suffered by me or any others directly or indirectly arising out of any practice, instructions, attempts to perform the techniques discussed, demonstrated, or taught by the aforementioned agents or other activity related to this event as well as visitation or participation in this event or traveling to or from this event or any other activity related to this event. I also understand that this event reflects the study of weapon and unarmed techniques for the purposes of cultural heritage, theatrical art, and recreation, that the instructors in no way advocate that I should seek

confrontations, directly or indirectly. I further understand the instructors are merely teaching techniques of staged combat and are in no way advocating physical violence toward another person.

**Payment of Injury Expense:** I understand that Thieves Gilde does not maintain accident medical insurance for any injuries resulting from this event, including any injuries sustained while en route to or from this event. It is either my responsibility, or my parents' responsibility, to provide medical insurance or other financial means of paying for any and all activity-related injuries.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. No waiver of any provision of this agreement shall be effective unless it is in writing and signed by the President or Vice President of the Thieves Gilde.

**Use of Image:** I consent that any pictures taken, video or other, of me in connection with this organization can be used for publicity, promotion, or profit and I waive my right to compensation in regard thereto.

**Acknowledgment of Understanding:** I have read the pages of this contract, including the waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Participant's Name (Print) Signature of Participant Date

If minor print age \_\_\_\_\_

I certify that my child, being under the age of 18, has my permission to attend this event, and that I have understood all that is expressed in this contract, waiver and release of liability, and indemnity agreement, and I certify that I am of sound judgment, legally competent to agree to this contract.

\_\_\_\_\_  
Minor's Parent/Guardian (Print) Signature of Minor's Parent/Guardian Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_.

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_  
OR Produced identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
President/Vice President Signature Date