



Read Carefully: WAIVER AND RELEASE OF LIABILITY

I request to participate in theatrical production activities provided by The Corpus Christi Ritz Theatre, Inc., Corpus Christi PATCH, Inc. and TRT Holdings, including but not limited to, the participation in **The Haunted Ritz Theatre**, whenever such activities may occur (the "Theatre Activities"). NOW, THEREFORE, I HEREBY KNOWINGLY AND VOLUNTARILY EXECUTE THIS WAIVER AND RELEASE OF LIABILITY as of this

_____ day of _____, 2009, by _____ (participant's name)

(hereinafter the "Participant") to The Corpus Christi Ritz Theatre, Inc., Corpus Christi PATCH, Inc. and TRT Holdings, and all of their respective employees, members, volunteers, directors, officers, laborers and agents (collectively, the "Releasees"). IN CONSIDERATION of being provided access to certain premises located at The Ritz Theatre at 715 N. Chaparral Street, Corpus Christi, Texas and all other areas where Theatre Activities occur (collectively, the "Premises"), the Participant, for himself or herself, and his or her personal representatives, heirs and next of kin, intending to be legally bound hereby, acknowledges, agrees and represents as follows: 1. The Participant hereby releases, waives, discharges and covenants not to sue the Releasees from and for any and all liability to Participant and the Participant's personal representatives, assignees, heirs and next of kin, for any and all loss or injury to the person or property of the Participant in connection with Theatre Activities, including the death of the Participant, whether caused by the negligence of Releasees or otherwise, while on the Premises. 2. The Participant hereby agrees to indemnify and save and hold harmless and defend the Releasees, and each of them, from any loss, liability, damage or cost Participant might incur as a result of the Participant's presence on the Premises, participation in Theatre Activities, including, but not limited to, attorneys' fees. The Participant will indemnify, defend, save and hold harmless the Releasees, and each of them, from any claims or injuries to any property belonging to the Releasees, or any of them, and for any injuries to any third party or the property of any third party, resulting from the Participant's presence on the Premises, including all attorneys' fees incurred by any of the Releasees. 3. The Participant knowingly and freely assumes all risks, both known and unknown, associated with Theatre Activities on the Premises, EVEN IF ARISING FROM THE NEGLIGENCE of the Releasees or others and Participant assumes full responsibility for his or her Participation in Theatre Activities on the Premises. 4. I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I FURTHER ACKNOWLEDGE AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OR ADVISOR OF MY CHOICE PRIOR TO EXECUTING THIS RELEASE AND WAIVER OF LIABILITY. I ACKNOWLEDGE AND AGREE THAT THIS WAIVER AND RELEASE OF LIABILITY SHALL BE BINDING UPON MY SURVIVORS, HEIRS, SUCCESSORS AND ASSIGNS. I AM AWARE THAT THIS WAIVER AND RELEASE OF LIABILITY IS NOT LIMITED TO SPECIFIC PERFORMANCES OR ACTIVITIES, AND WILL COVER ANY THEATRE ACTIVITIES THAT OCCUR AT ANY TIME. I AM AWARE THAT THIS WAIVER AND RELEASE OF LIABILITY IS A RELEASE OF LIABILITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, AND A HOLD HARMLESS AGREEMENT, AND I SIGN IT OF MY OWN FREE WILL.

x _____
(Participant's Signature)

(Date)

(Participant's Name - Please Print)

(email)

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF EVENT)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Theatre Activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES.

x _____
(Parent's/Guardian's Signature)

(Parent's/Guardian's Name - Please Print)

(Emergency Contact Name)

(Phone number - circle one: home/work/cell)