

GIVE A COPY OF THIS FORM TO EVERY PARTICIPANT
SOKY'S GOT TALENT
PARTICIPANT LIABILITY RELEASE AND WAIVER FORM

Every participant must have an original, completed and signed release form in order to participate.

Participant's Name _____ Name of Parent or Legal Guardian _____
Address _____ NAME OF ACT _____

City, State, Zip _____
Age Category _____
Daytime Phone Number (_____) _____
Evening Phone Number (_____) _____

Liability Release: In consideration of the Southern Kentucky Performing Arts Center Foundation, Inc.'s (SKyPAC) acceptance of the Application and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above named participant, individually, or by and through the participant's parent or legal guardian, if participant is a minor, hereby grant the permission necessary to allow Participant to participate in SOKY's Got Talent (the "Event"), conducted by SKyPAC..

I, in my own behalf and on behalf of my minor participant, further agree to release and to hold harmless the Southern Kentucky Performing Arts Center Foundation, Inc., (hereinafter "Sponsor") and the Southern Kentucky Performing Arts Center, Inc., and their respective Directors, Employees, Officers, Representatives, Agents, and Volunteers (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the participant's participation in SOKY's Got Talent, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that participant may incur or sustain during the Event, all activities associated with the Event and while traveling to and from the site for the Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by participant or by any other persons on the account of damages of any character resulting to participant in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of my minor participant, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of my minor participant, am aware that this Liability Release releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of my participant, further acknowledge that nothing in this Liability Release constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of my minor participant, have signed this document voluntarily and of my own free will.

Signature of Participant or Parent or Legal Guardian of Minor Participant:

X _____ **Date:** _____

Supervision: A chaperone/adult (age 21 and over) is required to attend with minor participants. This Chaperone will be responsible for the participants at all times. The Sponsor is not responsible for minor participants' supervision.

Appearance Agreement: I understand that Sponsor from time to time produces promotional material. I understand that as a participant and/ or a spectator at the Event that participant may be included in videotapes, dvd's, pod casts and video casts or photographs taken during the Event. Therefore, without reservation or limitations, I, in my own behalf and on behalf of my minor participant, hereby assign, transfer and grant to Sponsor, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and / or videotape participant and to utilize such videotapes and photographs and participant's name, face likeness, voice and appearance as a part of the Event or in any other media now in existence or hereafter developed, in advertising and promoting the Event, in advertising and promoting similar future events or in advertising and promotions relating to SKyPAC without reservations and limitations. I further understand that neither Varsity Spirit nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve the programs, copies thereof and any promotional materials related thereto.

Medical Release: I, in my own behalf and on behalf of my minor participant, acknowledge and agree that such participation subjects participant to possibility of physical illness or injury (minimal, serious, catastrophic and/ or death) and that I, in my own behalf and on behalf of my minor participant, acknowledge that participant is assuming the risk of such illness or injury by participating in the event. In the event of such illness or injury, I authorize Sponsor to obtain necessary medical treatment for participant and hereby, in my own behalf and on behalf of my minor participant, release and hold harmless Releasees in the exercises of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills that may be incurred on behalf of participant for any illness or injury that participant may sustain during the Event and while traveling to and from the site for the Event, whether or not the Event actually occurs.

I represent that any medication to which participant is allergic or medications that participant is currently taking are listed below. I agree that participant shall bring medications which participant is currently taking with him / her to the Event and that he / she shall consume the prescribed dosage for such medications.

Medications (if any): _____

Allergic to (if any): _____

I acknowledge that the participant suffers from the following conditions: _____

Signature of Participant or Parent or Legal Guardian of Minor Participant:

X _____ **Date:** _____

Relationship to minor participant: _____

Participant's Birthdate: _____

I, in my own behalf and on behalf of my minor participant, hereby warrant that I have read this Participant Release and Waiver Form in its entirety and fully understand its contents. I, in my own behalf and on behalf of my minor participant, am aware that this Participant Release and Waiver Form releases Releasees from liability and contains an acknowledgement of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of my minor participant, further acknowledge that nothing in this Participant Release And Waiver Form constitutes a guarantee that the Event will occur. I, in my own behalf and on behalf of my minor participant, have signed this document voluntarily and of my own free will.