

## WAIVER AND RELEASE

1. I represent that I am physically capable of participating in arts related activities (including, but not limited to art, dance, and theatre) at Phoenix Center for the Arts, held by the City of Phoenix herein referred to as "PCA/COP".
2. I understand that arts related activities can be strenuous and can subject one to risk of serious injury, including death, and know that it is my responsibility to ascertain that there is no medical reason to prevent my participation.
3. I understand that PCA/COP reserves the right to terminate an individual's use of the facilities at any time, in the sole judgment of PCA/COP, due to the unsafe, disruptive uncooperative, negligent, reckless, or otherwise improper acts or omissions of, or violation of any policy or rule of PCA/COP.
4. I agree that PCA/COP is not responsible for any loss of, or damage to my personal property, unless due to PCA/COP's negligence or willful misconduct.
5. I agree that PCA/COP's directors, officers, representatives, owners, partners, employees, successors, instructors, and agents shall not be liable or responsible for any and all risk, damage, injury, or death which may occur as a result of (a) my use of all amenities and equipment provided by PCA/COP and/or (b) my slipping and/or falling while in the facility, or on other premises of PCA/COP's, including adjacent sidewalk areas - unless due to its negligence or willful misconduct.
6. I expressly agree to release and discharge PCA/COP's subsidiaries, affiliates, directors, officers, representatives, owners, partners, employees, successors, instructors, and agents from any and all claims or causes of action that may arise and agree to voluntarily waive any right that I may otherwise have to bring a legal action against PCA/COP for personal injury or property damage, except if arising out of the negligence or willful misconduct of PCA/COP. To the extent that applicable laws do not prohibit release for ordinary negligence, this release applies to any ordinary negligence on the part of PCA/COP, its agents, officers, directors, and employees.
7. I acknowledge that I have read this Waiver and Release Agreement and understand that it is a RELEASE OF LIABILITY. I expressly agree that this release shall be binding upon my heirs, executors, administrators, and assigns.

**By signing this Waiver and Release, I acknowledge that I have read the policies and release and understand all of its terms. I execute it voluntarily and with full knowledge of its significance.**

**Print name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Parent/Guardian print name (if under 18):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_