

WAIVER AND RELEASE FORM

I _____ understand and agree to the following:

In consideration of being allowed to participate in NORTHERN LIGHT THEATRE’S BATTLE FOR THE LIMELIGHT and all related activities (collectively, “Limelight”) I HEREBY WAIVE ANY AND ALL CLAIMS that I have or may in the future have against, and release from all liability and agree not to sue, NORTHERN LIGHT THEATRE, its employees, directors, servants, agents and representatives (collectively, “NLT”) for any personal injury, death, property damages, health care costs, theft or other loss of any kind, including economic loss, that I might sustain as a result of or in any way connected to my participation in Limelight DUE TO ANY CAUSE WHATSOEVER including, but not limited to:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances) or gross negligence;
- (b) breach of any other duty imposed by law, including any duty imposed by occupier’s liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment or any kind on the part of NLT.

I ACKNOWLEDGE that there are inherent risks in participating in Limelight. I do hereby assume all responsibility for my participation in Limelight.

I DECLARE MYSELF TO BE PHYSICALLY SOUND and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in Limelight.

I AM AWARE THAT PARTICIPATION IN LIMELIGHT INVOLVES RISKS, HAZARDS, AND DANGERS. I ASSUME AND ACCEPT ALL THE RISKS AND DANGERS associated with my participation in Limelight, including the possibility of personal injury, death, property damage, or other loss resulting therefrom. I accept full responsibility for my participation in Limelight by exercising my judgment, based on my own experience and competence.

MY PARTICIPATION IN LIMELIGHT IS PURELY VOLUNTARY and I elect to participate in Limelight in spite of the risks. I willingly accept these risks and agree to the terms of this Waiver and Release even if NLT is found in law negligent, grossly negligent or in breach of a duty of care or any other obligation to me in their coordination and hosting of Limelight or otherwise.

I confirm that I am of the full age of 18 years, that I have had sufficient time to read and understand what I am agreeing to in this Waiver and Release before signing, that I have had the opportunity to seek independent legal advice, and I understand that THE WAIVER WILL BE BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS.

SIGNED this _____ day _____ month _____ year

Signature of Participant

Signature of Witness

Print Name

Print Name