

## **Injury Waiver**

I understand there is a certain amount of reasonable risk associated with the program and do not hold the Hopkinton Center for the Arts (HCA), Enter Stage Left Theater (ESL) or the Town of Hopkinton responsible for any such injuries. I also understand that a health form may be required for certain classes (dance/movement).

The Small Print!

The activity for which you are registering (the "Class or Workshop") may be physically challenging and pose a risk of discomfort, illness, or injury. It is your responsibility to ensure that you are in sufficient physical condition to participate in the Class or Workshop without risk to your health or your life. We do not conduct health or fitness checks on entrants.

Some Classes or Workshops may pose certain risks to participants and observers. We cannot remove risks to participants and observers and, accordingly, you participate and/or observe at your own risk.

Where you have registered or entered on behalf of anyone under the age of 18 or have accompanied anyone under the age of 18 to observe the Class or Workshop, you also agree to the contents of this Agreement and Waiver on behalf of the person under 18.

ASSUMPTION OF RISK. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR REGISTRATION AND PARTICIPATION IN THE Class or Workshop, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY DISCOMFORT, ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE Class or Workshop, DURING THE Class or Workshop, WHILE YOU ARE ON THE PREMISES OF THE Class or Workshop, OR WHILE YOU ARE TRAVELING TO OR FROM THE Class or Workshop. YOU UNDERSTAND THAT, DEPENDING ON THE NATURE OF THE Class or Workshop, PARTICIPATING IN THE Class or Workshop MAY BE HAZARDOUS, AND THAT YOU SHOULD NOT ENTER AND PARTICIPATE UNLESS YOU ARE IN SUFFICIENT PHYSICAL CONDITION TO PARTICIPATE. IF NEEDED, YOU SHOULD CONSULT YOUR DOCTOR BEFORE PARTICIPATING IN THE Class or Workshop.

Representations. You represent and warrant that you are in sufficient physical condition to safely participate in the Class or Workshop, and have no medical condition that would make your participation in the Class or Workshop more hazardous. You consent to medical care and transportation in order to obtain treatment of injury to you and understand that this Agreement and Waiver extends to any liability arising out of or in any way connected with any such medical treatment and any transportation provided. You understand that no medical care may be available, but if it is, you assume liability for any and all medical expenses incurred as a result of your participation in the Class or Workshop (where such medical expenses are not provided on a free of charge basis by any medical services organizations, clinics, or hospitals), including, but not limited to ambulance transport, hospital stays, physician, and pharmaceutical goods and services. You agree to observe and obey all posted rules and warnings, to follow any instructions

or directions provided to you by HCA, ESL or the Town of Hopkinton or the Class or Workshop organizer, and to abide by any decision of any Class or Workshop official relative to your ability to safely participate in or attend the Class or Workshop. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Class or Workshop and to obey all applicable laws while participating in or attending the Class or Workshop. This includes, generally, respect for other people, equipment, facilities or property. You agree that Class or Workshop officials may dismiss you, without refund, should your behavior, in the opinion of HCA, ESL or the Town of Hopkinton or the Class or Workshop organizer, endanger the safety of or negatively affect the Class or Workshop. You understand and agree that you are responsible for taking care of your own personal belongings during the Class or Workshop and, to the maximum extent permitted by law, neither HCA, ESL or the Town of Hopkinton nor the Class or Workshop organizer is responsible for any personal item or property that is lost, damaged or stolen at the Class or Workshop. You understand and agree that the Class or Workshop organizer reserves the right to cancel the Class or Workshop in the Class or Workshop of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of Class or Workshop participants and/or spectators or the feasibility of the Class or Workshop to be held. If the Class or Workshop is subject to such cancellation or cancellation for any reason, there will be no refund of your payment unless authorized and paid by the Class or Workshop organizer.

RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE HCA, ESL and the Town of Hopkinton AND ALL OTHER PERSONS ASSOCIATED WITH THE Class or Workshop, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR REGISTRATION AND/OR PARTICIPATION IN THE Class or Workshop, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES, OR OTHERWISE. HCA, ESL and/or the Town of Hopkinton SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF HCA, ESL or the Town of Hopkinton HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, HCA, ESL or the Town of Hopkinton WILL NOT BE RESPONSIBLE FOR (A) THE USE OR THE INABILITY TO USE THE HCA, ESL or the Town of Hopkinton SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE HCA, ESL or the Town of Hopkinton SITES; (C) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY HCA, ESL or the Town of Hopkinton; (D)

PERSONAL INJURY; (E) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (F) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE HCA, ESL or the Town of Hopkinton SITES; (G) ANY OTHER MATTER RELATING TO THE HCA, ESL or the Town of Hopkinton SITES, OR HCA, ESL or the Town of Hopkinton PRODUCTS OR SERVICES; OR (H) YOUR PARTICIPATION IN THE Class or Workshop. YOU AGREE THAT HCA, ESL or the Town of Hopkinton's MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY HCA, ESL or the Town of Hopkinton FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING HCA, ESL or the Town of Hopkinton OR THE Class or Workshop ORGANIZER'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HCA, ESL and/or the Town of Hopkinton AND ALL OTHER PERSONS ASSOCIATED WITH THE Class or Workshop, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE Class or Workshop, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE (INCLUDING ANY NEGLIGENT RESCUE ATTEMPT), THE ACTION OR INACTION OF HCA, ESL or the Town of Hopkinton, (B) YOUR USE OF HCA, ESL or the Town of Hopkinton, OR (C) ANY VIOLATION BY YOU OF ANY TERMS OF THIS AGREEMENT AND WAIVER.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF HCA, ESL or the Town of Hopkinton's SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HCA, ESL and the Town of Hopkinton MAKE NO WARRANTY THAT HCA, ESL or the Town of Hopkinton SITES' SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. HCA, ESL and the Town of Hopkinton EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HCA, ESL and the Town of Hopkinton DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ON, OR PROVIDED IN CONNECTION WITH, THE HCA, ESL or the Town of Hopkinton SITES. HCA, ESL or the Town of Hopkinton IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

Severability. You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves

unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable provision shall be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL REGISTERED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF THE PARTICIPANT IS A MINOR OR INCAPACITATED ADULT, YOU CERTIFY THAT YOU ARE THE PARTICIPANT'S PARENT OR GUARDIAN AND AGREE TO THIS WAIVER AND RELEASE FROM LIABILITY ON BEHALF OF THE PARTICIPANT