

## **Photo Release Waiver**

I give my permission for my/my child's image in videotapes, photographs or motion picture films in which she/he may appear, and/or audio recordings of him/her to be used by the Hopkinton Center for the Arts or Enter Stage Left Theater for publicity purposes.

Authority to Register and/or to Act as Agent. You represent and warrant to Hopkinton Center for the Arts ("HCA") that you have full legal authority and capacity to complete the registration for the Class or Workshop, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. If you are registering a child under the age of 18 or an incapacitated adult, you represent and warrant that you are the parent or legal guardian of that party and have the legal authority and capacity to enter into this Agreement and Waiver on his/her behalf and by proceeding with registration for the Class or Workshop, you agree that the terms of this Agreement and Waiver shall apply equally to all of the Registered Parties. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another Registered Party (including, without limitation, any minor) agrees to indemnify, defend, and hold HCA, ESL and/or the Town of Hopkinton harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorney's fees) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Registered Party is found by a court of competent jurisdiction to not be bound by the terms and conditions of this this Agreement and Waiver. In addition, if, despite this Agreement and Waiver, any of the Registered Parties makes a claim against HCA, ESL or the Town of Hopkinton, you agree, immediately upon request or demand by HCA, ESL or the Town of Hopkinton, to defend, indemnify, and hold HCA, ESL or the Town of Hopkinton harmless from all Liabilities which may be incurred as the result of such claim.