

PARTICIPATION AGREEMENT AND RELEASE OF LIABILITY

This instrument contains an indemnification and general release of liability. Your execution of this instrument permanently affects your legal rights. Please read it carefully.

Last Name: _____ First Name(s): _____
Address: _____ City: _____ State: _____ Zip: _____
Parent Name: _____ Parent Cell # : _____

This Participation Agreement and Release of Liability ("Release") is between you (hereafter "You" or "you" and its derivatives) and His Word Theater Inc, an Indiana nonprofit corporation ("HWT").

HWT makes available theater-based programs and activities to students, particularly students primarily educated in the home. You have chosen to enroll Yourself and/or your minor child or children into one or more of the programs or activities offered by HWT.

HWT is committed to providing a safe environment for all students and parents. Nevertheless, the programs and activities offered by HWT carry certain inherent risks, in addition to the general risks of associating with others in a public setting, that HWT may not always be able to foresee or control. Such risks include but certainly are not limited to sickness; exposure to infectious/communicable disease; physical, emotional, and sexual assault and battery; physical, mental, and emotional injury; death; property damage; financial damage, and all similar risks (the "Risks").

In consideration for Your and/or Your minor child or children's participation in any one or more of the programs or activities offered by HWT, You, for Yourself and, if applicable, Your participating minor child or children and all other parties who may make claims on behalf of your minor child or children, including, without limitation, legal guardians, other legal representatives, heirs, assigns, and your current or future spouse, hereby:

1. Accept the Risks.
2. Forever release and hold harmless HWT and its board members, officers, employees, volunteers, agents, vendors, and venues (the "Released Parties") from any and all liability arising from, under, out of, or because of: x) The Risks; y) Your and/or Your minor child or children's participation in any one or more of the programs or activities offered by HWT (including, without limitation, transportation to and from such programs or activities); or z) Your and/or Your minor child or children's presence or actions on any property or venue owned, leased, or used by HWT.
3. Agree to defend and indemnify the Released Parties against any and all investigations, claims, demands, actions, sanctions, fines, suits, and other proceedings, whether in equity or at law, and all damages, judgments, fines, costs, and expenses, including reasonable attorney fees, arising from, under, out of, or because of: x) The Risks; y) Your and/or Your minor child or children's participation in any one or more of the programs or activities offered by HWT (including, without limitation, transportation to and from such programs or activities); or z) Your and/or Your minor child or children's presence or actions on any property or venue owned, leased, or used by HWT.

4. Agree that the foregoing release, indemnity, and agreement to defend shall apply even if the conduct of one or more of the Released Parties is found to be negligent. The foregoing release, indemnity, and agreement to defend shall not apply to a Released Party if the conduct of said Released Party is found to be grossly negligent or willful.

You further understand and agree that HWT may terminate Your or/or Your minor child or children's participation in any program or activity offered by HWT at any time with or without cause and that no refund of monies paid by You for such participation shall be refunded to you unless such termination of participation is without cause.

Should a court of competent jurisdiction find any provision of this Release to be unlawful, You hereby request the court to modify or limit the provision to make it valid and enforceable. Should such modification or limitation prove ineffective, You request that the court strike the provision and cause the remaining provisions to continue in full force and effect.

By Your signature below, You acknowledge that You have carefully read this Release and understand its effect on Your legal rights.

You hereby execute and make effective this Release on the ____ day of _____ 2026.

Signature

Printed Name