



RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

(Not for SFMT Employees or IC's)

San Francisco Mime Troupe, Inc.
855 Treat Ave., San Francisco, California

“Participant” means any individual or group who rents, books, or is otherwise authorized to use rehearsal, studio, or other facilities owned or operated by San Francisco Mime Troupe, Inc. (“**Company**”) for rehearsals, classes, auditions, meetings, workshops, performances, or related activities (“**Studio Use**”). If the Participant is under 18 years of age, “Participant” includes their parent or legal guardian, who must sign this Agreement on their behalf.

WHEREAS, Participant desires to access and use the Company’s facilities for Studio Use; and

WHEREAS, Participant acknowledges that such use involves certain inherent risks, including but not limited to physical activity, use of sound or lighting equipment, interactions with others, and presence in an active theater environment;

NOW, THEREFORE, in consideration of being granted access to and use of the Premises and other good and valuable consideration, the sufficiency of which is acknowledged, Participant agrees as follows:

Release of Liability. Participant releases, waives, discharges, and covenants not to sue Company, its board, officers, directors, employees, agents, volunteers, insurers, successors, and assigns (“Released Parties”) from any and all claims, demands, actions, damages, losses, or liabilities of any kind, whether known or unknown, arising from or related to injury, damage, or loss (including death) sustained by Participant or Participant’s guests or property while on the Premises or participating in Studio Use, including claims based on the negligence of a Released Party (excluding gross negligence or willful misconduct).

Waiver of California Civil Code Section 1542. Participant expressly waives all rights and benefits under California Civil Code Section 1542, which states: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release and that, if known by them, would have materially affected their settlement with the debtor or released party.”

Assumption of Risk. Participant voluntarily assumes all known and unknown risks of injury or damage connected with use of the Premises, including the actions or omissions of other participants, visitors, or Company personnel. Participant agrees to follow all posted safety rules and staff instructions.

Responsibility for Damages. Participant is responsible for any damage to the Premises, fixtures, or equipment caused by Participant or their guests.

Indemnification. To the extent permitted by law, Participant agrees to indemnify, defend, and hold harmless the Released Parties from any third-party claims, losses, liabilities, damages, costs, or expenses (including attorneys’ fees) arising from Participant’s use of the Premises or violation of this Agreement, except for claims caused solely by a Released Party’s gross negligence or willful misconduct.

Entire Agreement; Severability. This Agreement constitutes the entire understanding between the parties concerning Studio Use. If any provision is held invalid, the remaining provisions shall remain in full force.

Governing Law. This Agreement is governed by the laws of the State of California

Participant acknowledges reading and understanding this Agreement and signs it voluntarily without inducement.

Participant Name (Print): _____

Signature: _____

Organization (if applicable): _____

Date: _____