



**Rochester Movie Makers/Summer Shorts
TEAM CAPTAIN/PARTICIPANT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. In consideration for receiving permission to participate in the "The RMM Summer Shorts," I hereby release, waive, discharge and covenant not to sue Rochester Movie Makers, its officers, servants, agents and employees (hereinafter referred to as "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the Releasees, or otherwise, while participating in The RMM Summer Shorts, or while in, on or upon a premises where The RMM Summer Shorts is being conducted, while in transit to or from premises, or in any place or places connected with The RMM Summer Shorts.
2. I am fully aware of risks and hazards connected with participating in The RMM Summer Shorts, and I am fully aware that there may be risks and hazards unknown to me connected with participating in The RMM Summer Shorts, and I hereby elect to voluntarily participate in The RMM Summer Shorts, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in The RMM Summer Shorts, whether caused by the negligence of Releasees or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the Releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in The RMM Summer Shorts, whether caused by the negligence of any or all of the Releasees, or otherwise. I agree that managing disagreements with other participants is NOT the responsibility of Releasees and they are in no manner liable for disputes over participation in the RMM Summer Shorts.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named Releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.
- E. I have been encouraged to have all of my team's "participants" sign a "Hold Harmless" agreement to protect myself and Rochester Movie Makers in the event of a disagreement or accident.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____, .

Participant Signature: _____

Name Printed: _____