

## **STUDENT PERSONAL RELEASE & HOUSING WAIVER**

This Agreement/Release between Omaha Performing Arts (O-pa) and ("Student") related to Student's participation in the Nebraska Theater Academy Showcase (Program).

1. Student has agreed to perform in the Nebraska Theater Academy Showcase and attend rehearsals at the Holland Performing Arts Center (1200 Douglas Street, Omaha, NE 68102) and Orpheum Theater (409 S. 16th Street, Omaha, NE 68102) from Tuesday, May 27, 2025 – Saturday, May 31, 2025 with a performance at 7:30pm on Saturday, May 31, 2025 at the Orpheum Theater.
2. Student is required stay on the Creighton University campus, checking in the evening of May 27, 2025 and checking out the morning of May 31, 2025. O-pa agrees to provide the following for the Student:
  - a. Room/board in a Creighton dormitory (fitted bed sheet and regular bed sheet provided)
  - b. Supervision by adult chaperones while on campus
  - c. Breakfast at the Creighton University dining hall
  - d. Lunch and dinner at the Holland Center or Orpheum Theater
  - e. Transportation to and from campus and the Holland Center or Orpheum Theater
3. Student hereby releases, discharges, and holds harmless O-pa, and their respective staff, officers, directors, employees, agents and representatives of each of the foregoing (collectively, the "Released Parties"), from any and all liability or claims arising out of or in any way resulting from Student's participation in the Nebraska Theater Academy Program, including without limitation Student's travel, housing, and activities in connection therewith and Student's qualification or lack thereof for any prizes that may or may not be awarded to Student, and the use or reuse of Student's appearance, performance, name, voice, singing voice, likeness, recorded activities and/or biographical information in connection with the Program. Student agrees not to make any claim against O-pa or the Program as a result of Student's participation in the Program and in connection with any use or reuse of their appearance, name, voice, singing voice, performance, conversation, likeness, recorded activities and/or biographical information (including, without limitation, any claim based upon defamation or invasion of privacy and/or violation of rights of publicity or "moral rights"). In addition, Student agrees to indemnify the Released Parties and to hold each of them harmless from any and all liability, claim, action, damage, expense (including reasonable attorneys' fees), and loss of any kind caused by or arising out of any statement, action or failure to act by Student during or in connection with their participation in the Program. In no event shall Student have any right to injunctive or other equitable relief against any of the Released Parties in connection with the Program.
4. Student gives permission to O-pa and its partners for publication of photos, video and recordings taken of Student while participating in O-pa programs and activities taking place in-person and/or online. Recorded media may be used on O-pa's website, on other media platforms (e.g. YouTube), and on other distribution channels through O-pa's partnerships with other organizations and media platforms (e.g. community partners and websites of other cultural organizations). Student understands that Student will not be paid any royalty or other compensations; and Student relinquishes any right Student may have to any payment if Student's photo, video or recording is published.
5. In case of emergency, Student consents to the administration of first aid and/or the dispatching of 911 emergency services.
6. Student acknowledges that there is a possibility that after Student's execution of this Agreement/Release, Student will discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement/Release was executed and which, if known by me at that time, may have materially affected my decision to execute this Agreement/Release. Student acknowledges and agrees that by reason of this Agreement/Release, Student is assuming any risk of such unknown facts and such unknown and unsuspected claims, and Student knowingly and voluntarily waive the provisions of any statute, law or rule of similar effect which might void a general release from unknown claims or information at the time the release is executed.
7. Student agrees to follow all Program rules, directions, codes of behavior, and instructions in all matters relating to the program, and acknowledges that rules are subject to change based on O-pa's sole discretion.

8. Student warrants that Student has the full, complete and unrestricted right and authority to enter into this Agreement/Release. In the event a parent/guardian signs on behalf of Student, such parent/guardian specifically agrees to be bound by the terms of this Agreement/Release. If Student is not at least 19 years of age, Student agrees to have his/her parent/guardian sign this Agreement/Release in the space below. Student is not a member any other performing arts guild and Student understands and agrees that his/her appearance on the Program, if any, shall not be deemed to be a performance under any collective bargaining agreement.
9. Student agrees and understands that this Agreement/Release shall be deemed entered into in Omaha, Nebraska, and that it shall be governed by and interpreted under the laws of Nebraska and by the courts of Douglas County. Student agrees not to disclose or discuss events related to the Program or authorize any third party to do the same, without the prior written approval of O-pa. Student shall not directly or indirectly issue or permit the issuance of any publicity whatsoever with respect to the Program or their appearance in connection therewith. Student shall not use the name of the National Program and/or the Local Program in any way at any time without O-pa's prior written approval in each instance.
10. Student has no expectation of compensation and is neither an employee nor an independent contractor of O-pa.
11. AUTHORIZATION: The undersigned hereby authorizes O-pa employees to do any act which may be necessary or proper to provide emergency health care of any Student in the event that the Parent/Guardian cannot be reached, including consent to and authorization of medical procedure by physicians, dentists, hospital or other emergency medical personnel, as they, in the exercise of their sole discretion, may deem necessary. The undersigned understands that he/she is responsible for all costs and expenses of such medical treatment.

### **PARENTAL RELEASE/WAIVER FORM**

*IF THE ABOVE STUDENT IS UNDER THE AGE OF 19 YEARS, THE PARENT OR LEGAL GUARDIAN OF SUCH PERSON SHOULD ALSO SIGN BELOW.*

I hereby warrant that I am the parent and/or legal guardian of the individual who signed the foregoing Release (the "Minor"), that I have caused said Minor to execute said Release, that I will not instruct, authorize, or permit said Minor to disaffirm the foregoing Release, and that I will indemnify and hold harmless the Released Parties (as defined in the Release) against all claims, liabilities, and expenses with respect to said Release, and that, knowing of O-pa's reliance hereon, I agree to cause said Minor to adhere to all of the provisions of the said Release. In addition, I agree to cooperate with O-pa in having this Release and any past or future agreements entered into by the Minor in connection with the Program approved by the applicable court. Furthermore, in consideration of O-pa possibly including me and/or Minor in the Program, I hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to my participation and/or the participation of the Minor in the Program, if any (including but not limited to the taping of my appearance in connection with the Program, the use of my name, voice likeness, etc., in the Program and in any broadcast or streaming of the Program) and my agreement not to disclose or discuss or authorize any third party to disclose or discuss any events related to the Program without O-pa's prior written approval in each instance.