



Waiver of Liability and Hold Harmless Agreement

Program _____

I, _____, acknowledge that my (or my minor child's) participation in a class/workshop or production/presentation/exhibit, at the New Jersey Arts Incubator studio at 495 Prospect Avenue is voluntary. I agree to exercise due care and diligence while participating in this program and to follow the explicit instructions given to me with regard to safety and procedure during the class/workshop, program or production.

I hereby agree to release, waive, discharge and covenant not to sue, to hold harmless (and waive any claim or action against) the New Jersey Arts Incubator, Inc., its agents, owners, directors, producers and staff, and the property owners, RREEF American III JJ Corp., from any liability, claims, demands, fault or action whatsoever, arising out of any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the releasees or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement 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. I hereby further agree that this Waiver of Liability and Hold Harmless agreement shall be construed in accordance with the laws of the State of New Jersey.

In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

Signed this day _____ / _____ / _____

Name of Performer _____

Signature _____

Address _____ City _____

State _____ Zip code _____ Date: ____ / ____ / ____

(Legal Guardian) Signature

Legal Guardian Printed Name

NEW JERSEY ARTS INCUBATOR for (program/production)