

Acknowledgement of Risk, Waiver, and Release of Liability Form

I understand and acknowledge that participation in youth classes and camps conducted by The ComedyWorx Council, LLC d/b/a ComedyWorx, including all its activities and the use of its facilities and equipment, involves an inherent and unavoidable risk of injuries, harm, and loss. I understand that although ComedyWorx takes reasonable precautions to provide proper organization, supervision, and equipment, there are numerous risks associated with participating in ComedyWorx activities, including, but not limited to, use of an elevated stage, hard floors, active games, using various types of furniture, and activities with other camp participants. These are some, but not all, of the risks inherent in ComedyWorx activities; a complete listing of inherent risks is not possible, and some risks cannot be anticipated.

I authorize the child/children named in this registration to participate in activities and camps operated by ComedyWorx. On my own behalf and on behalf of the child/children named in this registration, I ACKNOWLEDGE THE RISKS associated with participation in activities and camps and expressly and voluntarily assume the risks of participation in the camps and activities operated by ComedyWorx and HEREBY WAIVE AND RELEASE ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS, LOSSES, EXPENSES AND LIABILITIES ("CLAIMS") (WHETHER ON BEHALF OF THE CHILD/CHILDREN NAMED IN THIS REGISTRATION OR FOR MY OWN BENEFIT) AGAINST COMEDYWORX (INCLUDING ITS STAFF, EMPLOYEES, AND AGENTS) THAT MAY ARISE FROM INJURIES, HARM, OR LOSS RESULTING FROM PARTICIPATION IN ACTIVITIES AND CAMPS OPERATED BY COMEDYWORX, INCLUDING (WITHOUT LIMITATION) ANY CLAIMS ALLEGING NEGLIGENCE BY COMEDYWORX (INCLUDING ITS STAFF, EMPLOYEES, AND AGENTS), to the fullest extent allowed under the laws of Wake County, North Carolina. If any aspect of this waiver is deemed to be invalid, I acknowledge that the remainder of the agreement will continue to have full force and effect. If my agreement on behalf of my child/children to release any Claims against ComedyWorx is deemed invalid for any reason, I agree to indemnify, defend, and hold ComedyWorx harmless in connection with any Claims arising out of my child's/children's participation in the activities and camps operated by ComedyWorx, including payment of reasonable defense costs incurred by ComedyWorx. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby authorize the staff of ComedyWorx to act according to their best judgment in any situation requiring medical attention for the child/children named in this registration. I acknowledge that the costs of any medical treatment provided to the child/children named in this registration will be my sole responsibility, consistent with the waiver of Claims above. In the event of an emergency, I understand that I will be notified of the situation as soon as practicable. **I attest that all immunizations for the child/children named in this registration that are required by their school or local school district are up-to-date (including, but not limited to, COVID-19 vaccinations and boosters if age-appropriate) and I understand that ComedyWorx may require me to present proof of vaccination at any time. I further understand that, because of the nature of improv education and in order to help ensure the health and safety of campers and staff, ComedyWorx does not allow exceptions to this policy for any non-medical, religious, or philosophical reasons. The only exceptions that will be made are in instances where a child cannot safely receive vaccinations for medical reasons, and such exceptions will be made by ComedyWorx on a case-by-case basis only upon presentation of a letter of explanation from a physician licensed in North Carolina providing ComedyWorx with sufficient information to evaluate the need for an exception.**

ComedyWorx reserves the right to expel or to deny re-enrollment or participation of any child/children if, in ComedyWorx's sole and absolute discretion, (i) the actions of a child/children or their parent/guardian disrupt, impede, or interfere with ComedyWorx's ability to maintain a positive and constructive relationship with all participants and their parents/guardians (including but not limited to non-payment of ComedyWorx fees), (ii) such actions threaten the safety of the child/children, other children, or ComedyWorx staff, (iii)

such actions otherwise interfere with ComedyWorx's accomplishment of its mission, or (iv) if expulsion or refusal to re-enroll would be in the best interest of the camper or ComedyWorx. ComedyWorx will make every attempt to communicate with the child/children and their parent/guardian regarding any actions that would put a child/children at risk of a pause in enrollment, expulsion, or denial of re-enrollment. If, in its sole and absolute discretion, ComedyWorx decides to refuse enrollment or participation to a child/children prior to the start of an activity or camp, the fee will be fully refunded; if ComedyWorx decides to expel a child/children after the start of an activity or camp, I understand I will not receive a refund of fees for any unattended days. If my child breaks or damages any property as a result of their direct or indirect behavior, I hereby agree to pay for its repair or replacement.

As to any child/children who are enrolled in an activity or camp operated by ComedyWorx, I agree that ComedyWorx (including its staff, employees, and agents) can take and use photos, video, and audio recordings of the child/children named in this registration for the limited purposes of marketing ComedyWorx which may be publicly available on the internet, without compensational obligation, and I hereby release ComedyWorx (including its staff, employees, and agents) from any Claims resulting from their use of photos, videos, and audio recordings (ComedyWorx will never use a camper's name when using photos, videos, and audio recordings of the child/children named in this registration).

This waiver of liability shall be governed by and construed under the laws of North Carolina. I agree that any legal action or proceeding relating to this waiver of liability, or arising out of any injury, death, damage, or loss because of my child/children's participation in any activity or camp operated by ComedyWorx, shall be brought only in Wake County, North Carolina.

This waiver of liability contains the entire agreement between the parties to this agreement and the terms of this waiver of liability are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all its terms and conditions. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am signing this document freely and voluntarily and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my child/children but also the successors, heirs, representatives, administrators, and assigns of my child/children and myself.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

Signature of Parent/Guardian: _____ Date: _____

Printed Name of Parent/Guardian: _____

Printed Name of Other Parent/Guardian (for dropoff/pick-up): _____

Emergency Contact: Name _____ Phone: _____

Names and Ages of Minor Children:

Name: _____ Age: _____

Name: _____ Age: _____