Waiver of Liability, Medical Release, and Indemnification Agreement

By agreeing to the terms outlined below, I, along with my minor children (including any minor wards), acknowledge and accept the following conditions set forth by the Lux Center for the Arts in relation to our participation in scheduled activities:

I hereby waive, release, and discharge the Lux Center for the Arts, its officers, directors, management, representatives, employees, agents, successors, and assigns (collectively referred to as the "Lux Center") from any and all claims, losses, causes of action, injuries, liabilities, and damages of any kind arising from personal injury, death, or property damage that may occur during our participation in these activities.

I understand and agree to the following:

- This release absolves the Lux Center from liability, except in cases of gross negligence or intentional acts.
- 2. The activities may pose risks to health and safety.
- 3. Participation carries the potential for property damage, injury, or even death.
- 4. Despite recognizing these risks, I consent to our participation voluntarily.
- 5. I assume all risks associated with the activities.
- 6. This waiver applies to myself, my minor children, and their heirs and assigns.
- 7. I will indemnify and hold the Lux Center harmless from any expenses or liabilities resulting from injuries or property damage sustained during the activities.
- 8. I will cover any costs incurred by the Lux Center in case of litigation related to claims made by my minors.
- 9. In the event of a medical emergency, if I am unavailable to authorize treatment, Lux Center representatives may do so.
- 10. I will be responsible for any medical expenses incurred by myself or my minor children/ward.
- 11. The activities do not constitute childcare under Nebraska state regulations.
- 12. I will disclose any special needs my minor child has and accept responsibility for providing necessary resources for their participation.

I confirm that I have legal custody or guardianship of the minors named herein and that we are physically capable of participating in the activities. I have read and understood this Waiver of Liability, Medical Release, and Indemnification Agreement, acknowledging it as a release of liability and a binding contract between myself and the Lux Center, signed of my own free will.

LUX Center for the Arts, 2024