



INDEMNIFICATION & PHOTO RELEASE AGREEMENT

1. Parties: This document, when signed, will constitute an agreement between Nunnally Enterprises, Inc. dba Vertigo™, hereinafter "Vendor", _____, and his/her guardian, hereinafter "Participant", with regard to the flying effects for Lakes Community High School's 2022 production of *Pippin*.
2. Term: This agreement covers the announced performance date of March 3-5, 2022, and all flying rehearsals leading up to the opening date of the production. Any extension of the performance dates will necessitate a modification of this agreement.
3. Photo Release: By signing below, the Participant agrees that the Vendor has express permission to use and/or reproduce the Participant's photograph, likeness, or recorded materials for any purpose including publication or promotion of the Vendor. The Vendor also has the right to copyright, reproduce, and publish an article that contains a reference to or a quote by the Participant. Participant waives any right to inspect and/or approve materials as described above.
4. Indemnification: By signing below, the Participant agrees to the following:
 - a. The Vendor hereby agrees to indemnify and hold harmless the Participant from any and all damage of any nature whatsoever, whether injury to property or persons with respect to the utilization and operation by Participant of the Vendor's equipment and resulting from negligence and/or intentional wrongdoing of the Vendor.
 - b. The Participant hereby agrees to indemnify and hold harmless the Vendor from any and all damage of any nature whatsoever, whether for injury to property or persons arising out of the Participant's negligence or intentional wrongdoing relating to the use and operation of the Vendor's equipment.
 - c. The Participant acknowledges and agrees that there are certain obvious and necessary risks involved in this theatrical-based activity, including, but not limited to controlled ascents, descents, and translation of their person by mechanical or manual apparatus. The Participant expressly agrees to assume all obvious and necessary risks on his/her behalf.
 - d. The Participant shall be fully responsible for following instructions given by the Vendor, and expressly indemnifies and holds harmless the Vendor and its principals from any damage to any property or persons of any nature whatsoever resulting from the improper use of the Vendor's equipment.
 - e. The indemnities set forth above shall include reasonable attorney's fees and costs, and shall be governed by the laws of the state of Illinois.

PARTICIPANTS UNDER AGE 18 REQUIRE A LEGAL GUARDIAN SIGNATURE AS WELL AS THEIR OWN.

Participant Signature

Role: _____

Print: _____

Date: _____

Legal Guardian Signature

Print: _____

Date: _____