Texas Thespians SmartWaiver 2026 - 2027

Participant Consent Form

TEXAS THESPIANS, an affiliate chapter of the Educational Theatre Association, requires that this form be completed for each delegate (students and adults) attending any TEXAS THESPIAN EVENT.

SECTION A – RELEASE AND INDEMNIFICATION

The undersigned individual, parent or legal guardian agrees to indemnify, defend, and hold harmless Texas Thespians, the International Thespian Society, the Educational Theatre Association, and all respective officers, employees, agents, and representatives of those entities (each an "Organizer" and collectively the "Organizers") from and against any claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from (a) the delegate's misconduct or violation of the Texas Thespians Code of Conduct or applicable event policies, or (b) any act or omission of the delegate or the undersigned in connection with attendance at a Texas Thespians event. This indemnification does not apply to claims arising from the Organizers' own negligence or willful misconduct. The undersigned shall give each Organizer prompt written notice of any claim or circumstance that might give rise to a demand for indemnification.

The undersigned further agrees to be responsible for the delegate while traveling to and from any Texas Thespians event, including all costs and expenses incurred by or on account of the delegate and any personal injury that may occur to the delegate. The undersigned understands that the delegate and the delegate's family bear financial responsibility for any expenses arising from a medical emergency. The undersigned understands that Texas Thespians will follow its posted refund policy.

SECTION B – ASSUMPTION OF RISK

Texas Thespians events include performances, workshops, physical theatre activities, crowd movement in shared public spaces, and travel to and from event venues. The undersigned acknowledges that participation in these activities involves inherent risks, including but not limited to minor injuries such as sprains and strains arising from physical theatre activities and workshops, risks associated with travel to and from the event, risks inherent in large-scale public gatherings, including crowd movement and noise, and risks of illness or injury that may occur despite reasonable precautions.

The undersigned, on behalf of the delegate and the undersigned's own behalf, knowingly and voluntarily assumes all such inherent risks and acknowledges that the Organizers cannot eliminate these risks entirely.

This assumption of risk applies to risks that are inherent in the nature of the activities and does not extend to risks created by the negligence or willful misconduct of the Organizers.

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SECTION C – RULES AND REGULATIONS

The undersigned/delegate agrees to abide by the Texas Thespians Code of Conduct and all event security rules and regulations as published at www.texasthespians.org. The undersigned understands that violation of those rules may result in the delegate's removal from the event at the undersigned's expense and that Texas Thespians will follow its posted refund policy.

SECTION D – MEDICAL TREATMENT AUTHORIZATION

The undersigned authorizes the closest available medical facility and its personnel to examine, diagnose, and provide treatment to the delegate named above in the event of illness or injury during a Texas Thespians event. The undersigned authorizes the disclosure of the delegate's protected health information to treating providers to the extent necessary to obtain and pay for care.

The undersigned authorizes insurance benefits to be paid directly to the treating facility. The undersigned assumes full financial responsibility for all services rendered or to be rendered and agrees to pay for those services. The undersigned understands the right to receive a copy of this authorization and to revoke it in writing at any time, except to the extent that a treating provider has already acted in reliance on it. This authorization is valid for one year from the date of signature or through the term of applicable insurance coverage, whichever is earlier.

SECTION E – PHOTOGRAPHY, VIDEO, AND MEDIA CONSENT

Texas Thespians and its designated representatives photograph and record delegates at events to document and promote the organization's mission of advancing theatre education.

The undersigned irrevocably consents to the delegate being photographed and recorded by the Organizers or their designated representatives at Texas Thespians events.

The undersigned understands and agrees that:

- Photographs, video, and audio recordings in which the delegate appears may be used by the Organizers without compensation in print, digital, broadcast, or social media publications to promote the mission of Texas Thespians and theatre education.
- This consent covers use on the official Texas Thespians website, official Texas Thespians social media accounts, publications of the Educational Theatre Association, and the International Thespian Society, press materials, and similar official organizational communications.
- Images and recordings of the delegate will not be licensed or sold to unaffiliated third parties without separate written consent from the parent or legal guardian.
- Images and recordings of the delegate will not be used in advertising for commercial products or services without separate written consent from the parent or legal guardian.

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Texas Thespians will not use artificial intelligence tools to generate, alter, or manipulate images of the delegate without separate written consent from the parent or legal guardian.

The undersigned releases the Organizers and their officers, employees, agents, board members, representatives, and consultants from any liability arising from the use of photographs, video, audio, or other media in accordance with this consent.

Please note that this consent covers only official Texas Thespians organizational use. It does not authorize personal social media posts by other attendees depicting the delegate, use of the delegate's image in connection with commercial products or services, or the creation of AI-generated content using the delegate's likeness. Any adult who wishes to photograph or record a minor delegate for personal use should obtain separate written permission from that minor's parent or legal guardian before doing so.

SECTION F – SOCIAL MEDIA AND AI ACKNOWLEDGMENT

The undersigned has reviewed the Social Media and Artificial Intelligence provisions of the Texas Thespians

Code of Conduct and understands those standards apply to the delegate at all Texas Thespians events. The delegate may not:

Use social media or electronic communication to post content that is disparaging, harassing, threatening, or bullying toward any participant, Texas Thespians member, or affiliated organization.
Post or disseminate imagery or recordings of other minor delegates without the separate written permission of each minor's parent or legal guardian.
Use artificial intelligence tools to generate, alter, or disseminate images, audio, or video depicting any other participant without that participant's (or, for minors, the parent's or guardian's) express written consent.

The undersigned understands that violations may result in disciplinary action up to and including removal from the event.

SECTION G – ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT

By signing below, the undersigned delegate, parent or legal guardian:

Confirms that the information provided on this form is accurate and complete.
Certifies having received, read, and understood the Texas Thespians Code of Conduct.
Agrees to the terms of this form on behalf of the delegate, minor delegate and/or on the undersigned's own behalf as the delegate's parent or legal guardian.
Agrees to be bound by the assumption of risk, indemnification, release, and consent provisions set forth above.

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The undersigned understands that this form must be completed in full before the delegate may participate in any Texas Thespians event, and that an incomplete form may result in the delegate being denied participation.

Troupe Director Agreement

You are required to read the following to your group and complete the above signature page indicating that your group is aware of all rules.

As a Director of a Texas Thespian Troupe,

I have read, understand, and agree to adhere to the behavior, security, social media, and solicitation policies and procedures outlined for the Texas Thespian Festival which is posted at www.texasthespians.org.
I understand that **I am always on duty monitoring student delegate behavior** and that I have the **responsibility to address behavior issues** with any student delegate whose behavior warrants it.
I understand that **my students are NOT allowed to loiter** in shared spaces and that their badges will be pulled if they are not involved in a show, a workshop, or an event.
I understand that **I am REQUIRED to participate in a Festival competition position** and that if I do not fulfill my responsibility, my Professional Development Hour Certificate will be withheld and a judging fee will be added to my registration.
I further understand that if I do not fulfill my Festival competition duties, my principal will receive a letter stating that I was negligent of my responsibility.
I agree to file an incident report at the registration desk when necessary.
I have educated my students and chaperones on these policies and procedures.
I recognize the importance of quality educational theatre and that the Texas Thespian State Festival showcases quality theatre. I understand that the theatrical literature performed at the State Festival is as varied and diverse as the schools and communities from across Texas presenting it.
I have read and discussed the hotel rules and code of conduct with my Troupe members, their parents, and my administration, and I/we promise to abide by them.
I will be responsible for any member of my group breaking any rules, and I understand that I will be personally responsible for making sure all members of my group follow every one of these rules.
No Outside food or drink can be brought into the exhibit halls - please enjoy in the lobby or hallways

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Campus Administrator Agreement

As an administrator,

I agree that all fees will be paid prior to the beginning of the Texas Thespian State Festival.
I understand that our Thespians will be traveling to & and participating in the Texas Thespian State Festival.
I understand that at this festival there will be performances of a great variety and diversity of theatrical literature, which represent all levels of educational theatre in the state of Texas.
I realize that the Thespian Director is taking their troupe to the State Festival to gain a broader and greater appreciation of live theatre and will use this as an educational experience for the betterment of our students.
I understand that the Director is REQUIRED to fulfill Festival competition duties and that if they do not fulfill their responsibility, Professional Development Hours Certificates will be withheld and a judge fee will be applied to their balance.