

## Consent to Stage Combat

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Producer”) and \_\_\_\_\_ (“Actor”) for the Actor’s performance in the role of \_\_\_\_\_ on the live speaking stage in the Producer’s presentation of the Play entitled \_\_\_\_\_, (“Play”) for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. In consideration of the mutual covenants and promises herein given, the parties hereby agree as follows:

1. Producer hereby requires Actor as part of \_\_\_\_\_ [his] [her] performance in the Play to perform physical stunts approximately as follows: \_\_\_\_\_.
2. The Actor, prior to accepting the aforesaid role, acknowledges that \_\_\_\_\_ [he] [she] has been given the opportunity by the Producer to read the script, in the form in which it presently exists, for, among other purposes, disclosure of the aforesaid physical stunts which the Producer requires of the Actor. The Actor also acknowledges that \_\_\_\_\_ [he] [she] has consulted with, or been given the opportunity, to consult with both the Producer and the Director as to the nature, seriousness, and necessity of the aforesaid physical stunts. The Actor agrees and understands that the same are necessary and appropriate to an effective presentation of the Play and the Actor’s performance therein.
3. The Actor acknowledges that the aforesaid physical stunts carry with them the hazard of physical injury to the Actor’s person, the extent and nature of which cannot fully be foreseen at this time, regardless of the care and precautions taken to ensure actor’s safety.
4. The Producer, at his own expense, will engage a professional stunt director to arrange and choreograph the physical stunts required; and to train the Actor, all other performers, and all production personnel who are involved in carrying out the stunts, in the appropriate safety precautions, to minimize the risk of foreseeable injury to the Actor.
5. The Producer will maintain the appropriate public liability and/or worker’s compensation insurance on behalf of and for the benefit of the Actor.
6. While the Producer and persons under his direction and control will maintain due care to minimize any risks of foreseeable injury to the Actor, nevertheless, the Producer does not guarantee that the Actor will not suffer injury, as a result of participating in the physical stunts.
7. Therefore, the Actor assumes the risk of \_\_\_\_\_ [his] [her] participation in the physical stunts and hereby consents to engage in same in all presentations of the Play in which \_\_\_\_\_ [he] [she] performs.

In Witness Whereof, the parties have hereunto set their hands and seals, this date and date.

\_\_\_\_\_ (Actor)

\_\_\_\_\_ (Producer)

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Attorney, producer, and playwright Charles Grippo is the author of *Business and Legal Forms for Theater* and *The Stage Producer's Business and Legal Guide*.