



## WAIVER, RELEASE AND INDEMNIFICATION FORM FOR PARTICIPATION IN OFF-CAMPUS ACTIVITIES

I, \_\_\_\_\_, (first and last name), hereby indicate my desire to receive lessons conducted off the premises of the Music Institute of Sullivan and Ulster Counties Inc. (the “Off-Campus Activity” and the “School” respectively) during the period of \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_.

I understand that my participation in the Off-Campus Activity is not a requirement made by the School. I confirm that my participation in the Off-Campus Activity is wholly voluntary. In consideration for being permitted to participate in the Off-Campus Activity, I agree as follows:

### 1. Risks of Off-Campus Activity

I understand that participation in the Off-Campus Activity involves risks, hazards, and dangers inherent in off-campus travel and the visiting of, and residing on, the premises where I will receive my lessons, including, but not limited to, risks of travel by ground transportation and all other types of transportation, domestic political, legal, social, and economic conditions, such as war, terrorism, crime, civil unrest, kidnapping, illness, public health risks, accidents, and/or violence. I understand and acknowledge that these risks, hazards and dangers could impact my own health and personal safety, including loss of property, personal injury or death and that the School cannot and does not assume responsibility for any such personal injuries or property damages. I have made my own investigation and I am willing to accept these risks, hazards, and dangers.

### 2. Health and Safety

I acknowledge and recognize that the School is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. If I require medical treatment or hospital care during my participation in the Off-Campus Activity, the School is not responsible for the cost or quality of such treatment or care. The School may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding my health and safety, and I hereby authorize them to do so, including, but not limited to, authorizing medical treatment on my behalf and at my expense, providing personal information to any health care provider. I agree to pay all expenses related thereto and hereby release the School from any liability for any such actions. I agree to report to the School any physical or mental condition I have which may require special medical attention during the Off-Campus Activity prior to the commencement of such activity.

### 3. Assumption of Risk and Release of Claims

Knowing the risks, dangers, and hazards of the Off-Campus Activity, and in consideration of being permitted to participate in the Off-Campus Activity, I agree, individually, and on behalf of my family, heirs, successors, assigns and personal representatives, to assume all the risks, dangers, hazards, and responsibilities surrounding my participation in the Off-Campus Activity. To the maximum extent permitted by law, I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge and covenant not to sue the School and their respective Boards of Trustees, officers, employees, members, agents, successors, and each of them (hereinafter

collectively referred to as “Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which I may have or which may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the “Releasees,” or otherwise, that arise out of, occur during, or are in any way connected with my participation in the Off-Campus Activity.

4. Indemnification

I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the “Releasees,” (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Off-Campus Activity, any related or independent travel or any activities, irrespective of whether they are sponsored, supervised or controlled by the School.

5. Jurisdiction

I agree that this Waiver, Release and Indemnification is to be construed and governed under the laws of the State of New York, U.S.A. without reference to its choice of law rules; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

MY SIGNATURE INDICATES THAT I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNIFICATION FORM AND THAT I AGREE TO EVERYTHING STATED IN IT. FURTHER, NO REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, ORAL OR WRITTEN, APART FROM THE FOREGOING WRITTEN STATEMENT, HAVE BEEN MADE. MY SIGNATURE ALSO INDICATES THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

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Participant’s Name and Signature \_\_\_\_\_ Date \_\_\_\_\_

*If Participant is under 18 years of age:*

I am the parent or legal guardian of the above Participant, I have read and understand the foregoing Waiver, Release and Indemnification Form, I am and will be legally responsible for the obligations and acts of the Participant as described in this Waiver, Release and Indemnification Form, and I agree, for myself and for the Participant, to be bound by its terms.

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Parent or Legal Guardian’s Name \_\_\_\_\_ Date \_\_\_\_\_

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Parent or Legal Guardian’s Signature \_\_\_\_\_