

Waiver of Liability, Release, and Indemnification Agreement

To be signed by participants in the Community School for the Arts at Minnesota State University Moorhead.

READ CAREFULLY BEFORE SIGNING

I have voluntarily agreed to participate in the Community School for the Arts at Minnesota State University Moorhead. I am not required to participate in the Community School for the Arts at Minnesota State University Moorhead.

The Community School for the Arts Program consists of classes, ensemble rehearsals, private music lessons, and recitals. I am aware of the dangers and risks to my person and property involved in participating in these activities. Risks associated with my participation in the Community School for the Arts Program include, but are not limited to, loss of or damage to personal property, bodily injury, or even death. All such risks are known, understood, and assumed by me.

In consideration of the Community School for the Arts and Minnesota State University Moorhead's agreement to permit me to participate in this activity, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

- 1) I agree to abide by the safety rules and regulations as set by the Community School for the Arts and Minnesota State University Moorhead. Failure to do so will disqualify me from participation.
- 2) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby **release and forever discharge** the Community School for the Arts, Minnesota State University Moorhead, the State of Minnesota, and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) ("Releasees") **from any and all liability whatsoever for any and all damages, losses, or injuries (including death)** I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the Community School for the Arts Program whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees.
- 3) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby **agree to indemnify, defend, and hold harmless** the Community School for the Arts, Minnesota State University Moorhead, the State of Minnesota, and its employees, agents, officers, trustees, and representatives (in their official and individual capacities) **from any and all liability, loss, damage, or expense, including attorney fees**, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or are in any way connected with my participation in the Community School for the Arts Program.

- 4) I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, or illness during this activity or event.
- 5) I understand the all lessons will be video-recorded for teaching purposes and will not be publicly shared for any reason without my written consent.

I agree that this Waiver, Release, and Indemnification Agreement is to be construed under the laws of the State of Minnesota, U.S.A.; and that if any portion is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. I agree that this Agreement is to be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

In signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that **I am at least eighteen (18) years of age**, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

Signature _____

Date _____

Name _____

NOTICE: If participant is under the age of 18, his or her parent or legal guardian must sign:

I, (printed name) _____, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Waiver of Liability, Release, and Indemnification Agreement.

Signature of Parent or Legal Guardian

(date)