



# Assumption of Risk, Release of Claims and Hold Harmless Agreement

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|-------------------|--|
| Event Start Date  |  |
| Event End Date    |  |
| Name of Event     | Pacific Youth Symphony Program                     |
| Location of Event | Conservatory of Music at University of the Pacific |

The parties to this Agreement are: See the Acknowledgment Form (Participant),

See the Acknowledgment Form (Participant's custodial parent or legal guardian, if Participant is under 18, all referred to hereafter jointly and severally as "Participant") and the University of the Pacific, its Board of Regents, officers, trustees, faculty, agents, representatives, volunteers, students and employees (collectively referred to hereafter as "Pacific") for the name of the event specified above.

**Assumption of Risk.** Participant is a voluntary participant in this Event. Participant understands and agrees that the Event and any related activities may be dangerous, may involve travel, and that neither the Event nor Pacific can guarantee the safety of Participant.

Participant is responsible for researching and evaluating the risks he/she may face and is responsible for his/her actions. Any activities in which Participant may take part, whether as a component of the Event or separate from it, have been undertaken with Participant's understanding and acceptance of any and all risks involved, which include but are not limited to physical or psychological injury, pain, suffering, disfigurement, temporary or permanent disability, economic or emotional loss, property loss or damage, loss of income or career opportunities, and/or death. Participant understands that these injuries or outcomes may arise from his/her own or others' actions, inaction, or negligence; conditions related to travel; or the condition of the location where the Event is taking place. Nonetheless, Participant assumes all related risks, both known or unknown, whether or not listed above, of his/her participation in the Event, including travel to, from and during the Event.

**Physical Condition and Insurance.** Participant attests that she/he is physically and mentally capable of participating and has no known health or other restrictions that might jeopardize her/his safety or health or the safety or health of others during their participation in the Event. Participant gives permission for Pacific or its representative to provide immediate and reasonable emergency care should it be required. Participant agrees to hold harmless and indemnify Pacific from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment or emergency care.

Participant agrees to be solely responsible for payment in full of all costs of medical or emergency care she/he may receive.

**Video Release.** Participant agrees that Pacific may record, edit, use, reproduce, publish and distribute by way of any and all media and transmission, the visual and/or audio likeness of Participant and other commentaries, information, and materials the Participant may provide in connection with the Event, which includes, without limitation, Participant's name, biographical information, recorded voice, likeness, commentaries, presentation materials, and/or performance at the Event. Pacific is further granted permission to use such materials for educational, fund-raising, promotional or other purposes worldwide and in perpetuity Participant agrees that Pacific will be held harmless from any liability that may arise regarding the production, use, and distribution of such materials as described herein, and Pacific is hereby released from any claims relating to the rights granted above.

**Waiver and Release of Claims.** In consideration of being accepted into and/or participating in the Event, Participant agrees to and hereby does, for Participant and on behalf of Participant's heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, release and discharge Pacific of and from any and all claims which may arise from any cause whatsoever, including claims arising from any negligent act or omission by Pacific or others. Participant further releases and discharges Pacific from liability for any accident,



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illness, injury, loss or damage to personal property, or any other consequences, arising or resulting directly or indirectly from Participant's participation in the Event.

**Indemnification and Hold Harmless.** Participant hereby agrees to indemnify, defend, and hold harmless Pacific from any and all claims of injury, loss or liability whatsoever including reasonable attorneys' fees and/or any other associated costs, that may arise as a result of his/her participation in the Event. If Pacific incurs any of these types of expenses, Participant agrees to reimburse Pacific.

To the extent Participant engages in activities that are not part of the Event and from which Participant may sustain personal injury or other damage to him/herself or property, or cause others to be injured or sustain other damage including damage to their property, Participant understands that neither Pacific, nor any of its employees, officers, directors, volunteers, and agents will be held responsible regardless of cause or fault.

**Adherence to Standards.** Participant understands and agrees to abide by all Pacific policies, rules, and regulations applicable to the Event.

**Severability.** It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

**Governing Law and Venue.** This agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of San Joaquin, State of California. The parties agree to submit to jurisdiction in the State Courts, San Joaquin County, California.

**Construction and Scope of Agreement.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This Agreement is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Assumption of Risk, Release of Claims, Indemnification, and Hold Harmless and Agreement supersedes any earlier written or oral understandings or agreements between the parties.

**Participant acknowledges that he/she has read this Assumption of Risk, Release of Claims, Indemnification and Hold Harmless Agreement, understands its meaning and effect, and agrees to be bound by its terms.**

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|--|-----------------------------|
| Date:  | See the Acknowledgment Form |
| Participants Signature:  | See the Acknowledgment Form |
| Participants Name Printed:   | See the Acknowledgment Form |
| Date:  | See the Acknowledgment Form |
| Signature of Custodial Parent or Legal Guardian (if Participant is Under 18) | See the Acknowledgment Form |
| Custodial Parent or Legal Guardian Name Printed:                             | See the Acknowledgment Form |