



**WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR MINORS
(PARTICIPANTS - AGE 17 AND YOUNGER)**

THIS SECTION TO BE COMPLETED BY LSU DEPARTMENT			
Department Name:		Department of Music of La Sierra University	
Faculty/Staff Contact Name:		L. Razzouk	Phone: 951-785-2036
Name of Event:		2015 High School Wind Band Festival	Date(s): October 28-31, 2015
List Activities:			

PARTICIPANT NAME (print) _____ AGE _____

My child, identified above, has chosen to be a participant in the above referenced Event. As his/her parent/legal guardian, I support my child's decision to participate in this Event and, by signing below, indicate that I have reviewed the following information with my child and that we understand and agree to the information presented.

I have made this choice in recognition and appreciation that there will be known and unknown risks, dangers and hazards which may be encountered in the above-mentioned Event. These risks, dangers and hazards include, among others, defective equipment which may break, be improperly adjusted, or be ill suited to my child's abilities or physical size or condition; and inadequate or erroneous information about risks, faulty warnings or improper directions from the University personnel. I understand that these risks can cause permanent physical and mental injury or death (herein collectively referred to as "injury"). I also recognize that these consequences may be caused by the negligence or gross negligence (herein collectively referred to as "fault") of the La Sierra University or fellow participants.

With all of the above risks, dangers, hazards and consequences in mind, I DO HEREBY VOLUNTARILY ASSUME ALL RISKS, DANGERS AND HAZARDS that I or my child may encounter during participation in, and transportation to, from or as a part of, the Event. In addition, I declare that I intend that I, not the University, will be financially responsible for any injury that may occur to me or my child during or as a result of such participation or transportation, even if caused by the fault of the University.

Further, in consideration of being permitted to participate, I hereby agree to release the La Sierra University, its board of regents, officers, agents, and employees, (Released Parties) from all liability and claims of any kind, including claims for loss, expense, damages, punitive damages or attorney fees, or loss of companionship or support of family, occurring during or as a result of participation in, or transportation to, from or as a part of this Event (Claims). This release applies even if such Claims are based on the fault of Released Parties.

Further, I promise to indemnify and hold harmless the La Sierra University, and pay its costs of defense, if Claims are brought by me, my child, or anyone else against any of the Released Parties to recover money damages related to injury to or death of me or my child. This promise applies even if the Claims are based on the negligence or gross negligence of the University or other related parties.

I understand that special personal accident insurance may be available to me, upon my request at my expense, through La Sierra University managed plans or otherwise, and that any obligation to purchase insurance is entirely mine.

I have entered into this agreement on the basis of my own information and not in reliance upon representations of the University or other Released Parties. I understand that I have the right to consult an attorney of my choice before signing. I further understand that this document contains the entire agreement and no oral or written agreements limiting or modifying the effect of the terms of this agreement exist. I agree that if any part of this agreement is held to be invalid or unenforceable for any reasons, the balance of the agreement remains valid and enforceable.

I intend that this agreement is and will be binding on my family, estate, heirs, successors, assigns, insurers, medical providers and personal representatives.

By my signature, I represent that I have knowingly and voluntarily signed this agreement with the intent that it be a legally binding document designed to protect the La Sierra University and other Released Parties from all Claims which could be brought by myself or anyone else on account of injury to me or my child, regardless of cause or fault.

PARTICIPANT SIGNATURE _____

DATE _____

ADDRESS _____

TELEPHONE _____

In consideration of LSU's allowing the child to participate in the Event, the undersigned parent(s) or guardian agree on their own behalf, and on behalf of their child, to release LSU from any claim the child, parent(s) or guardian may have because of injury or loss suffered by the child, including injury or loss claimed to be caused by the fault of LSU. In addition, the parent(s) or guardian agree on their own behalf to protect and indemnify LSU from any claim and related expenses and fees, brought at any time by the child or by anyone on the child's behalf, or by any member of the child's family, arising out of the child's enrollment or participation in the activity. This indemnity includes Claims based on LSU's negligence or gross negligence.

NAME (PRINT): _____

DATE: _____

(PARENT/LEGAL GUARDIAN)

DATE: _____

SIGNATURE: _____

(PARENT/LEGAL GUARDIAN)