



RELEASE AND WAIVER FORM

PRINT THIS FORM AND SUBMIT WITH YOUR APPLICATION

RELEASE

MWROC includes public performances; permission is hereby given for the camper to take part in such performances without compensation. MWROC may use photographs, statements, articles, names, music, art, films and videotapes of Camper or created by Camper and/or parents/guardians in promoting MWROC or MWROC related activities. Use of such materials may include, but are not limited to, publications, advertising and exhibitions.

In the event any disputes arise out of this agreement or otherwise, the parties to this agreement consent to the jurisdiction of local, state and federal courts in the County of Johnson in the state of Kansas.

If camper is under 18 years of age, parent/guardian agrees to furnish MWROC with a written itinerary of any summer travel by parent/guardian while their camper is at MWROC and to inform MWROC in writing if changes occur. Parent/guardian must give MWROC a detailed account of all medical and behavioral issues before signing this contract. Failure to do so will lead to instant dismissal or refusal of entrance with no refund of any fees or expenses paid.

Parent/guardian represents that he/ she has full authority to enroll camper in MWROC, to authorize participation in activities, to grant authority for medical care and to contract as foresaid.

This agreement constitutes the full understanding of the parties and cannot be modified except in writing and signed by all parties.

 Camper Signature

 Print Camper Name

 Date

 Parent / Guardian Signature

 Print Parent / Guardian Name

 Date

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WAIVER - ATTENTION:

The Camp waiver must be completed and signed in order for a person to attend MWROC. This form is required in order to protect those who donate many hours and resources to make this opportunity possible. For attendees under the age of 18, the form for minors should be completed.

Mark Wood Rock Orchestra Camp is hereafter referred to as MWROC.

PARTICIPANT'S RELEASE FORM AND INDEMNITY AGREEMENT

I, _____, the undersigned agree(s):

1. I will participate in MWROC and I will pay, or I have paid, the fees that are requested; I agree to participate in these activities and fully understand that I am participating at my own risk.
2. MWROC will have a limited amount of instrument storage lockers available at the Bell Cultural Arts Center to store instruments. They will be assigned on a first come, first served basis. You must provide your own lock for security. MWROC will not be responsible for lost, stolen, or damaged equipment.
3. MWROC involves full days and evenings of musical instruction, faculty and student concerts, informal sharing and "jam" sessions, and informal time between and around these events. It requires participants to walk or otherwise move around between the different locations at which different events are held. The undersigned is physically able to do all such activities and has no medical problems or conditions that might be affected by or

would make it difficult to engage in these activities or any other activity at MWROC. The undersigned understands and agrees that it is his/her responsibility to take care of himself/herself and all of his/her personal property during MWROC, and to arrange for the undersigned's safety, proper nutrition, personal hygiene, hydration and rest at all times.

4. In lawful consideration for being permitted to participate in these activities, I hereby agree to and now do, on behalf of myself, my heirs, children of whom I am the legal parent or guardian, successors, assigns, guardians, distributes, personal representatives, executors, and relatives, hereby forever release and discharge MWROC and any and all of its agents, employees, partners, assigns, successors, representatives, volunteers, directors and officers, including without limitation Mark Wood, and/or any of the heirs or successors or assigns of any of them (all of the above, collectively, being referred to as the "Released Parties"), from any and all actual or potential claims for any liability, responsibility, or obligation to me, or any causes of action, loss, damages, costs, expenses or injury of any kind that have or will or may arise from or in any way relate to my participation or attendance, and the participation or attendance of any student of whom I am the parent or guardian, at MWROC, including without limitation any claims arising from asserted negligence or other acts of any of the Released Parties (collectively, "Claims"), and agree never to assert any Claims against, or file or initiate or participate in any lawsuit or other legal complaint or proceeding of any kind, or attach the property of, or prosecute any proceedings against, any of the Released Parties.

5. Further in consideration of my being permitted to attend and participate in MWROC, I waive all of my rights, whether they are known to me or unknown to me, under the following principle of law that may be applicable in some state(s), and under any other principles of similar effect. "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." **This statement and any rights I may have there under are hereby expressly waived by me.** This release and indemnity agreement extends to all Claims, causes of action, liabilities and obligations of any kind whatsoever which arise out of or relate in any way to my involvement with or participation in MWROC, whether they are known to me or not known to me, and whether such claims may exist now or in the future.

6. I agree that execution and timely delivery of this Release and Indemnity Agreement are preconditions for my being permitted to participate in MWROC, and that the opportunity to attend and participate in MWROC are valuable and sufficient consideration for this Release and Agreement and the further permissions, certification and acknowledgement provided (if applicable) below.

7. I further agree to indemnify and defend MWROC, and all of the other Released Parties, and its or their agents, employees, owners, successors and assigns, and hold each and all of them harmless, from any and all liability, responsibility and obligation to me, or any Claims that may be asserted against any of them as aforesaid. This agreement to indemnify, defend and hold harmless extends to and shall bind my heirs, successors, assigns, guardians, personal representatives, executors, a relatives, including any children of whom I am the legal parent or guardian. This indemnity agreement extends to all costs of litigation, including all reasonable attorney fees.

By signing this waiver and release, I hold myself (or my child) accountable for knowing the laws regarding sex offense in the state of Kansas. MWROC will fully abide by these laws and prosecute all offenders. If I am 18 years of age or older, I hereby authorize MWROC to conduct a criminal and a sex offender background check with local, state and national criminal databases and sex offender registries.

THIS IS A GENERAL RELEASE AND INDEMNITY AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

The foregoing Release and Indemnity Agreement is freely and voluntarily entered into on the date set forth below.

Camper Signature

Print Camper Name

Date

Parent / Guardian Signature

Print Parent / Guardian Name

Date