

WVMA LIABILITY WAIVER/RELEASE FORM

As a Participant in activities, programs, classes, services provided and events (collectively the "Activities") sponsored or organized by Wallowa Valley Music Alliance (WVMA) and its employees, board members, volunteers, and affiliates (collectively the "Organization"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:

1. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description of Risks

2. The Parties understand and acknowledge that:

a) The Activities have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis, and loss of life;

b) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge environmental conditions, and the equipment being used might malfunction.

3. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers, and hazards. The risks, dangers and hazards include, but are not limited to:

a) Contracting COVID-19 or any other contagious disease;

b) Vigorous physical exertion and rapid movements;

c) The failure to safely use any piece of equipment or from the mechanical failure of any piece of equipment;

d) Physical injury to the Participant;

e) Privacy breaches, hacking, technology malfunction or damage;

f) Failure to act safely or within the Participant's ability or within designated areas.

Terms

4. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:

a) That the Participant's mental and physical condition is appropriate to participate in the Activities;

b) To comply with the rules and regulations for participation in the Activities;

c) To comply with the rules of the facility or equipment;

- d) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
- e) The risks associated with the Activities are increased when the Participant is impaired, and the Participant agrees not to participate if impaired in any way;
- f) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;

5. In consideration of the Organization allowing the Participant to participate, the Parties agree:

- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
- b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.

6. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect. I/We have read and agree to be bound by paragraphs 4 through 6.

Acknowledgement

The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.