## Agreement for Release of Liability, Assumption of Risk, and Indemnity Read carefully. This contract includes a surrender of legal rights.

This Agreement is between the Participant(s), who are identified in the signature blocks below, and the Released Parties, who are **Greeley Philharmonic Orchestra Association, Inc.** ("GPO"), with a street address of 801 8<sup>th</sup> Street, Suite 230, Greeley, Colorado 80631 and a mailing address of PO Box 1535, Greeley, Colorado 80632, its officers, directors, members, agents, representatives, employees, volunteers, visitors, independent contractors, successors, assigns, insurance carrier(s), anyone acting on its behalf, and the owners of any premises on which activities are carried out. **Reference to "I," "me," or "my" in this Agreement is to each Participant and his or her parent/legal guardian, if any.** 

In consideration for receiving permission to participate in the Greeley Philharmonic Youth Orchestra ("GPYO") program run by GPO, I acknowledge and agree:

- 1. Acknowledgment of Risks. I understand that there are risks associated with participating in GPO and GPYO activities. My participation includes traveling to and participating in activities at various locations, including school sites and other buildings and indoor or outdoor sites, and that GPO does not have control over the premises of those locations or the hazards that may be at them. My participation also includes the playing of musical instruments, often on stages and other performance structures. My participation is as a member of a group of students and other individuals, and that there are risks to my person due to negligent conduct of others during GPO and GYPO activities. I understand that all risks associated with participating in the GPO and GYPO may result in my illness, injury, damage, or death. I understand that mental and physical conditions (including use or abuse of alcohol or any prescription or non-prescription drugs) can increase the risks associated with my participation, and I represent that I do not have any condition or other impairment that may impair my ability to safely engage in GPO and GPYO activities.
- 2. Assumption of Risk. I expressly assume responsibility for all risks of participating in GPO and GYPO activities. Notwithstanding these risks, I voluntarily participate. I agree to abide by all rules and policies (including COVID-19 policies) established by the Released Parties for participation. If I am the Parent/Legal Guardian of a minor Participant, I permit him or her to participate in GPO and GYPO activities notwithstanding these risks, and I agree to discuss with him or her the nature of these activities, the risks and any rules.

## 3. Release and Indemnity.

a. I agree to release and not to sue the Released Parties, for any and all claims that I may have for injury, damage, death, or other loss (including attorney fees and costs) that is in any way connected with any Participant's or other participant's participation in GPO and GPYO activities. I understand that I am agreeing to waive all claims I may have against the Released Parties; agreeing to bind my legal representative, my estate, assigns, subrogors, or anyone acting on my behalf; and agreeing that neither I nor my legal representative, my estate, assigns, subrogors or anyone acting on my behalf will make a claim against the Released Parties related to or as a result of any Participant injury, damage, death or other loss. This agreement to release and not to sue includes but is not limited to any claim (whether an investigation or claim made in a court proceeding or elsewhere) for negligence (but not gross negligence or willful or wanton misconduct), wrongful death (including claims related to response, assessment, or treatment for emergency medical or other health issues), property damage (including to any musical instrument I own or for which I am responsible), loss of consortium, breach of contract, premises liability, and any other claims for liabilities, attorney fees, expenses or other loss of mine.

Initials:	(Participant)	(Parent/Legal	Guardian, if applicable)
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- b. I agree to defend and indemnify (meaning I agree to protect by reimbursement or payment) the Released Parties for any and all claims (a) that I or anyone acting on my behalf brings against them for injury, damage, death, or other loss (including attorney fees and costs) arising out of or related to my participation in GPO and GPYO activities; or (b) that a third party brings against the Released Parties for injury, damage, death, or other loss caused by my conduct while participating in GPO and GYPO activities. This agreement to defend and indemnify includes an agreement to pay any liabilities; attorney fees; associated legal expenses such as court costs, expert witness fees, and other litigation costs; and any other losses the Released Parties incur defending such claims. I agree that the Released Parties retain the right to choose counsel and direct their defense.
- **4. Media Release.** I grant the Released Parties the right, without compensation, to photograph, videotape, and/or record the Participants, and the right to use those images and recordings in publicly disseminated information and materials in any medium, including but not limited to print, internet, social media, radio, or television. I release the Released Parties from any and all liability related to such use.

## 5. Other Provisions.

- **a.** This Agreement applies to all of Participants' present and future participation in GPO and GPYO activities.
- **b.** I agree that Colorado law (without regard to its "conflict of laws" rules) governs this Agreement and any dispute I have with the Released Parties arising out of or related to this Agreement, contractual or otherwise, and agree that any mediation, suit, or other proceeding must be filed or entered into only in Weld, Colorado, or the U.S. District Court in Colorado. I agree to first attempt to settle any dispute not settled by informal discussion through mediation before a mutually acceptable Colorado mediator.
- c. This Agreement contains the entire agreement between the parties. No prior verbal promise, understanding, warranty, agreement, verbal or otherwise, exists between the parties or binds the parties, except as expressly stated in this Agreement.
- **d.** This Agreement is to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, I agree that the remainder of the Agreement continues to be in full force and effect and enforceable.
- e. If I institute any other legal suit, action, or other proceeding not addressed in paragraph 3.b above against one or more of the Released Parties for any matter arising out of or relating to this Agreement, and one or more of the Released Parties is the prevailing party in the suit, action, or other proceeding, then I will be required to and agree to pay the Released Party or Parties, in addition to all other damages to which they may be entitled, their costs incurred in conducting the suit, action, or proceeding, including reasonable attorney fees and all associated legal expenses, such as court costs, expert witness fees, and other litigation costs.

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	[Signature page follows.]				
Initials: (Participant)	(Parent/Legal Guardian, if applicable)				
	*updated February 14, 2024				

A parent or legal guardian must sign on behalf of a participant under age 18 or who otherwise has a legal guardian. By signing as Parent/Legal Guardian, I represent that I am the parent or legal guardian of the Participant first listed below, and that I am signing not only for that Participant but also for myself as a Participant.

Participant Name	Participant Signature	Date	Date of Birth
Parent/Legal Guardian Name	Parent/Legal Guardian Signature (signing as Participant and as Parent/Legal Guardian)		s Date
Parent/Legal Guardian Name	Parent/Legal Guardian S Participant and as Paren	s Date	
Email:			
Participant Address:		ent/Legal Guardian (	,
Emergency Contact (Name and Pho	`		
Initials:(Participant)	(	Parent/Legal Guardian, i	f applicable)